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Supreme Court of the United States

OCTOBER TERM, 1952

No. 86

LOCAL UNION No. 10, UNITED ASSOCIATION OF JOURNEYMEN PLUMBERS AND STEAMFITTERS OF THE UNITED STATES AND CANADA OF THE AMERICAN FEDERATION OF LABOR, ETC., ET AL., PETITIONERS,

vs.

O. J. GRAHAM, O. T. GRAHAM, AND E. M. GRAHAM, PARTNERS, TRADING AS GRAHAM BROTHERS

ON WRIT OF CERTIORARI TO THE SUPREME COURT OF APPEALS OF THE COMMONWEALTH OF VIRGINIA

PETITION FOR CERTIORARI FILED MAY 27, 1952
CERTIORARI GRANTED OCTOBER 13, 1952

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1951

No.

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vs.

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ON PETITION FOR A WRIT OF CERTIORARI TO THE SUPREME COURT OF APPEALS OF THE COMMONWEALTH OF VIRGINIA

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435 I, Luther Libby, Jr., Clerk of the above mentioned Court,
437 certify that the papers listed above and filed herein are
454 the original papers in the above styled case.
463 Teste:
488 Luther Libby, Jr., Clerk.

488

489

[fol. 1] IN THE LAW AND EQUITY COURT OF THE CITY OF RICHMOND

O. J. GRAHAM, O. T. GRAHAM, and E. M. GRAHAM, Partners, Trading as Graham Brothers, Complainants,

v.

LOCAL UNION No. 10, UNITED ASSOCIATION OF JOURNEYMEN, Plumbers and Steamfitters of the United States and Canada of the American Federation of Labor, sometimes known as Local No. 10, United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, an association, Local Union No. 1018, Brotherhood of Painters, Decorators and Paperhangers of America, American Federation of Labor, an association, Local Union No. 64, Cement Finishers and Operative Plasterers International Association, American Federation of Labor, an association, Local Union No. 147, International Union of Operating Engineers, American Federation of Labor, an association, G. P. Johnson, Sr., W. H. Turner, J. F. Joinville, Henry Cochran, 801 W. Broad Street, Richmond, Virginia, and Richmond Building & Construction Trades Council, an association, 1013 E. Marshall Street, Richmond Virginia, Defendants.

BILL OF COMPLAINT—Filed September 25, 1950

To the Honorable Thomas C. Fletcher, Judge:

Your complainants respectfully show the following case:

1. Complainants are general contractors, doing a general contracting business in the State of Virginia, with their principal office located in the City of Richmond.

2. They have recently made a contract with the City of Richmond, Virginia, for the construction of a schoolhouse to be known as the George Washington Carver School, [fol. 2] upon which work has been underway for some time in an effort to complete this building in time for the next school year, your complainants having been advised by the officers of the City of Richmond that it is urgent, from

the standpoint of that municipality, that this school be completed and ready for use and occupation by the commencement of that school year.

3. Complainants, before the commencement of work on this project, obtained signed contracts from all sub-contractors handling various phases of the work. Some of the sub-contractors who have worked and are working on the job, employ only union labor, and other sub-contractors employ non-union labor as well as union labor.

4. On or about July 27, 1950, the defendant, J. F. Joinville, who is business representative for the aforesaid Local Union No. 10, named also as a party defendant in this cause, informed complainants' superintendent who was then working on the said construction project which is located in the City of Richmond, Virginia, that unless all non-union labor were laid off on the project, the union labor thereon would refuse to work and would throw a picket line around the project which would not be crossed by any member of any union. Following that conversation on Friday, July 28, 1950, at the request of the aforesaid J. F. Joinville, a meeting was held between the complainant, O. J. Graham, and the said J. F. Joinville, at Graham's office in Richmond. At that time the said defendant, Joinville, who was accompanied by the defendant, Henry Cochran, who is business agent for the defendant, Local Union No. 147, International Union of Operating Engineers, A. F. of L., renewed his request that all non-union labor on the project be laid off, or discharged, and stated that if that were not done, every effort would be made to prevent any union labor employed by the general contractor or any sub-contractors on that project from continuing work thereon.

[fol. 3] 5. Your complainant advised the defendant Joinville, who is business agent for Local 10, United Association of Journeymen, Plumbers and Steamfitters of the United States and Canada, A. F. of L., and who then claimed to represent the aforesaid Local Union No. 10, named as party defendant, that it was his belief that a man had a right to work, regardless of whether or not he belonged to the union, and that he had no intention of firing, laying off or discharging non-union men on this project in accord-

ance with the demand made upon him by the aforesaid defendant.

6. On Monday, September 25, 1950, when work commenced on the project, the defendant, G. P. Johnson, Sr., business agent for the defendant, Local No. 1018, Brotherhood of Painters, Decorators and Paperhangers of America, A. F. of L., picketed the project carrying a sign reading, "This Is Not a Union Job. Richmond Trades Council," the Richmond Trades Council therein referred to being the same as the defendant, Richmond Building & Construction Trades Council. Also present at the project were the defendants, J. F. Joinville and W. H. Turner, who is business agent for the defendant, Local Union No. 64, Cement Finishers and Operative Plasterers International Association, A. F. of L. Later in the day the defendant, J. F. Joinville, took the picketing duties. As a result of that picketing, union labor employed by sub-contractors on the job refused to continue their work, and, therefore, work on this important project has slowed to a standstill.

7. Your complainants are advised, believe, and therefore aver that the demands made upon them by the aforesaid local union and its business representative were demands made on behalf of all of said defendants for him [fol. 4] to take action which would be contrary to the Right to Work Law of the State of Virginia, and which would subject him to criminal penalties in event of violation, as well as to civil damages recoverable by any non-union employees who might be laid off or discharged. Your complainants further believe and allege that all of said defendants, acting in concert, and in the manner outlined, were and are seeking to induce him to breach his contracts with those sub-contractors who do not employ all union labor.

8. Your complainants are advised, believe, and therefore aver that the objectives and aims of the aforesaid Local Unions and Council and their business agents, officers, agents, servants, employees and representatives in making the demands upon complainants which they have made, and in picketing the project as aforesaid, and in thus persuading union labor not to cross or work during the continuance of that picket line, are all acts and conduct

motivated by wholly illegal aims, objectives and purposes, those aims, objectives and purposes being to prevent any non-union employees from working on the above mentioned project, all contrary to and in opposition to the Right to Work Law of the State of Virginia.

9. Your complainants allege that they have been seriously damaged and are threatened with irreparable damage and harm to their business and in the completion of their contract because of the foregoing wrongful action and contemplated continued wrongful action of such kind on the part of said defendants; that they have no adequate remedy at law; and that the only remedy which would afford them adequate and proper relief is the injunctive process of this Court.

Wherefore, your complainants pray that a temporary injunction may be immediately granted them, restraining the defendants, their agents, representatives, servants and [fol. 5] employees from picketing or in any such manner interfering with the orderly continuance of work at the aforementioned project, which temporary injunction may later be merged into a permanent injunction, that complainants may be awarded such damages as may be proper as an incident to the injunctive relief prayed, and that complainants may have all such other further and general relief as the nature of the case may require or to equity shall seem meet.

Graham Brothers, by O. J. Graham.

Tucker, Mays, Cabell Q. Moore, Richmond Moore, Jr., Counsel.

[fol. 6] [File endorsement omitted]

STATE OF VIRGINIA:

Duly sworn to by O. J. Graham. Jurat omitted in printing.

[fol. 7] IN THE LAW AND EQUITY COURT OF THE CITY OF RICHMOND

[Title omitted]

ORDER AWARDING TEMPORARY INJUNCTION—September 25, 1950

This day came the complainants, by counsel, and presented their bill for an injunction, duly verified, and it appearing to the Court from the bill that the purpose of the defendants in conducting the picketing complained of in said bill is to deprive the non-union employees who are engaged in work on the George Washington Carver School, in the City of Richmond, Virginia, of the right to continue said work unless they become members of a union, and that such purpose is in violation of the provisions of [fol. 8] Chapter 2 of the Acts of the Extra Session of the General Assembly of 1947, Michie's Code of Virginia, 1950, Section 40-68 to 74, and therefore, that said picketing is being conducted and carried on for an unlawful purpose, and that a temporary injunction is necessary to prevent threatened and irreparable damage, an injunction is awarded said complainants, O. J. Graham, O. T. Graham and E. M. Graham, Partners, trading as Graham Brothers, in accordance with the prayer of said bill, enjoining and restraining the said defendants, Local Union No. 10, United Association of Journeymen, Plumbers and Steamfitters of the United States and Canada of the American Federation of Labor, sometimes known as Local No. 10, United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, an association, Local Union No. 1018, Brotherhood of Painters, Decorators and Paperhangers of America, American Federation of Labor, an association, Local Union No. 64, Cement Finishers and Operative Plasterers International Association, American Federation of Labor, an association, Local Union No. 147, International Union of Operating Engineers, American Federation of Labor, an association, G. P. Johnson, Sr., W. H. Turner, J. F. Joinville, Henry Cochran, 801 W. Broad Street, Richmond, Virginia, and Richmond Building & Construction Trades Council, an

association, 1013 E. Marshall Street, Richmond, Virginia, and all officers, employees, agents and members of said Council and Union, from interfering with, molesting or otherwise carrying on their picketing or other activities in front of or around the site of the construction of George Washington Carver School.

This injunction shall be effective for a period of 30 days from the date hereof, unless sooner dissolved or unless enlarged.

[fol. 9] But it is further ordered that this injunction shall not take effect until the complainants, or some one of them, shall enter into a bond before the Clerk of this Court in the penalty of $1,000.00, as surety, to be approved by said Clerk, and conditioned to pay all such costs as may be awarded against complainants and all such damages as may be incurred in case said injunction shall be dissolved.

Entered.

TCF.

Sept. 25, 1950.

[fol. 10] PROOF OF SERVICE

VIRGINIA:

IN THE LAW AND EQUITY COURT OF THE CITY OF RICHMOND

Returns shall be made hereon, showing service of Subpoena in Chancery issued September 26, 1950 with copy of Bill of Complaint filed September 25, 1950, attached:

Serve on Local Union No. 10, United Association of Journeymen, Plumbers and Steamfitters of the United States and Canada of the American Federation of Labor, sometimes known as Local No. 10, United Association of Journeymen and Apprentices of the Plumbing and Pipe-Fitting Industry of the United States and Canada, an association.

Executed in the City of Richmond, Virginia, September 26, 1950, by delivering a copy of the above mentioned papers attached to each other to J. F. Joinville, Business Manager, for Local Union No. 10, United Association of Journeymen, Plumbers and Steamfitters of the United States and Canada of the American Federation of Labor, sometimes known as Local No. 10 United Association of Journeymen and Ap-

prentices of the Plumbing and Pipe-Fitting Industry of the United States and Canada, an association.

Fee Paid.

J. Herbert Mercer, Sheriff of the City of Richmond, Virginia. By W. A. Bowry, Deputy Sheriff.

[fol. 11] PROOF OF SERVICE

VIRGINIA:

IN THE LAW AND EQUITY COURT OF THE CITY OF RICHMOND

Returns shall be made hereon, showing service of Subpoena in Chancery issued September 26, 1950 with copy of Bill of Complaint filed September 25, 1950, attached:

Serve on Local Union No. 1018, Brotherhood of Painters, Decorators and Paperhangers of America, American Federation of Labor, an association.

Executed in the City of Richmond, Virginia, September 26, 1950, by delivering a copy of the above mentioned papers to G. P. Johnson, Sr., as Business Agent for Local Union No. 1018 Brotherhood of Painters, Decorators and Paperhangers of America, American Federation of Labor, an association; and further executed on the same date and in like manner by delivering another copy to G. P. Johnson, Sr., individually.

Fee Paid.

J. Herbert Mercer, Sheriff of the City of Richmond, Virginia. By W. A. Bowry, Deputy Sheriff.

Note: Two returns on this Proof of Service.

[fol. 12] PROOF OF SERVICE

VIRGINIA:

IN THE LAW AND EQUITY COURT OF THE CITY OF RICHMOND

Returns shall be made hereon, showing service of Subpoena in Chancery issued September 26, 1950 with copy of Bill of Complaint filed September 25, 1950, attached:

Serve on Richmond Building & Construction Trades Council, an association.

Executed in the City of Richmond, Virginia, September 26, 1950, by delivering a copy of the above mentioned papers attached to each other to J. F. Joinville, President of Richmond Building and Construction Trades Council, an association.

Fee Paid.

J. Herbert Mercer, Sheriff of the City of Richmond, Virginia. By W. A. Bowry, Deputy Sheriff.

[fol. 13] PROOF OF SERVICE

VIRGINIA:

IN THE LAW AND EQUITY COURT OF THE CITY OF RICHMOND

Returns shall be made hereon, showing service of Subpoena in Chancery issued September 26, 1950 with copy of Bill of Complaint filed September 25, 1950, attached:

Serve on J. F. Joinville.

Executed in the City of Richmond, Virginia, September 26, 1950, by delivering a copy of the above mentioned papers attached to each other to J. F. Joinville.

Fee Paid.

J. Herbert Mercer, Sheriff of the City of Richmond, Virginia. By W. A. Bowry, Deputy Sheriff.

[fol. 14] PROOF OF SERVICE

VIRGINIA:

IN THE LAW AND EQUITY COURT OF THE CITY OF RICHMOND

Returns shall be made hereon, showing service of Subpoena in Chancery issued September 26, 1950, with copy of Bill of Complaint filed September 25, 1950, attached:

Serve on: Local Union No. 64, Cement Finishers and Operative Plasterers International Association, American Federation of Labor, an association,

Executed in the City of Richmond, Virginia, September 26, 1950, by delivering a copy of the above mentioned papers attached to each other to W. H. Turner, as Business Agent

for Local Union No. 64, Cement Finishers and Operative Plasterers International Association *Association*, American Federation of Labor, an association: and further executed on the same date and in like manner by delivering another copy to W. H. Turner, individually.

Fee Paid. J. Herbert Mercer, Sheriff of the City of Richmond, Virginia. By W. A. Bowry, Deputy Sheriff.

Note: Two returns on this Proof of Service.

[fol. 15] Proof of Service

Virginia:

In the Law and Equity Court of the City of Richmond

Returns shall be made hereon, showing service of Subpoena in Chancery issued September 26, 1950, with copy of Bill of Complaint filed September 25, 1950, attached:

Serve on: Local Union No. 147, International Union of Operating Engineers, American Federation of Labor, an association.

Executed in the City of Richmond, Virginia, September 27, 1950, by delivering a copy of the above mentioned papers attached to each other to Henry Cochran, Business Agent for Local Union No. 147 International Union of Operating Engineers American Federation of Labor, an association.

Fee Paid. J. Herbert Mercer, Sheriff of the City of Richmond, Virginia. By W. A. Bowry, Deputy Sheriff.

[fol. 16] Proof of Service

Virginia:

In the Law and Equity Court of the City of Richmond

Returns shall be made hereon, showing service of Subpoena in Chancery issued September 26, 1950, with copy of Bill of Complaint filed September 25, 1950, attached:

Serve on: Henry Cochran, 801 W. Broad St.

Executed in the City of Richmond, Virginia, September 27, 1950, by delivering a copy of the above mentioned papers attached to each other to Henry Cochran.

Fee Paid. J. Herbert Mercer, Sheriff of the City of Richmond, Virginia. By W. A. Bowry, Deputy Sheriff.

[fol. 17] Hon. Thomas C. Fletcher, Judge, Luther Libby, Jr., Clerk. In the Law and Equity Court of the City of Richmond, the 25th day of September 1950.

[Title omitted]

INJUNCTION—September 25, 1950

This day came the complainant, by counsel, and presented their bill for an injunction, duly verified, and it appearing to the Court from the bill that the purpose of the defendant in conducting the picketing complained of in said bill is to deprive the non-union employees who are engaged in work on the George Washington Carver School, in the City of Richmond, Virginia, of the right to continue said work unless they become members of a union, and that such purpose is in violation of the provisions of Chapter 2 of the Acts of the Extra Session of the General Assembly of 1947, Michie's Code of Virginia, 1950, Section 20-68 to 74, and, therefore, that said picketing is being conducted and carried on for an unlawful purpose, and that a temporary injunction is necessary to prevent threatened and irreparable damage, an injunction is awarded said complainants, O. J. Graham, O. T. Graham and E. M. Graham, Partners, trad-

ing as Graham Brothers, in accordance with the prayer of said bill, enjoining and restraining the said defendants, Local Union No. 10, United Association of Journeymen, Plumbers and Steamfitters of the United States and Canada of the American Federation of Labor, sometimes known as Local No. 10, United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of [fol. 18] the United States and Canada, an association, Local Union No. 1018, Brotherhood of Painters, Decorators and Paperhangers of America, American Federation of Labor, an association, Local Union No. 64, Cement Finishers and Operative Plasterers International Association, American Federation of Labor, an association, Local Union No. 147, International Union of Operating Engineers, American Federation of Labor, an association, G. P. Johnson, Sr., W. H. Turner, J. F. Joinville, Henry Cochran, 801 W. Broad Street, Richmond, Virginia, and Richmond Building & Construction Trades Council, an association, 1013 E. Marshall Street, Richmond, Virginia, and all officers, employees, agents and members of said Council and Union, from interfering with, molesting or otherwise carrying on their picketing or other activities in front of or around the site of the construction of George Washington Carver School.

This injunction shall be effective for a period of 30 days from the date hereof, unless sooner dissolved or unless enlarged.

But it is further ordered that this injunction shall not take effect until the complainants, or some one of them, shall enter into a bond before the Clerk of this Court in the penalty of $1,000.00, as surety, to be approved by said Clerk, and conditioned to pay all such costs as may be awarded against complainant and all such damages as may be incurred in case said injunction shall be dissolved.

A Copy. Teste: Luther Libby, Jr., Clerk. By Ira M. Barr, D. C. The bond required by the foregoing order has been duly executed. Teste: Luther Libby, Jr., Clerk. By Allen L. Lucy, D. C.

[fol. 19] Executed in the City of Richmond, Virginia, September 26, 1950, by delivering a copy of the hereto attached Injunction Order to the following:

To G. P. Johnson, Business Agent for Local Union No. 1018, as within; and another copy to G. P. Johnson, individually.

To W. H. Turner, Business Agent for Local Union No. 64 as within; and another copy to W. H. Turner, individually.

To J. F. Joinville, Business Manager for Local Union No. 10, as within.

To J. F. Joinville.

To J. F. Joinville, President of Richmond Building and Construction Trades Council, an association.

September 27, 1950, to Henry Cochran, Business Agent for Local Union No. 147 as within; and another copy to Henry Cochran.

Fee Paid. J. Herbert Mercer, Sheriff of the City of Richmond, Va. By W. A. Bowry, Deputy Sheriff.

[fol. 20] IN THE LAW & EQUITY COURT OF THE CITY OF RICHMOND

[Title omitted]

ORDER DENYING MOTION TO DISSOLVE TEMPORARY INJUNCTION—October 2, 1950

This day came the defendants, by their representatives, in person and by counsel, and the defendants tendered their joint and several motion in writing seeking dissolution of the temporary injunction herein awarded against them, praying leave to file the same, which leave being granted said motion is ordered filed; and came also the complainants, by counsel, appearing in opposition to the granting of said motion.

[fol. 21] And the court having considered the said motion and the argument of counsel thereon, being of the opinion

that the said temporary injunction should not now be dissolved, doth overrule the said motion, to which action of the Court the said defendants objected and excepted and assigned the reasons stated in said motion as the grounds of their exception.

Counsel for defendants further moved the court to extend the time limit in which defendants may file their answer, and with consent of counsel for the complainants, it is ordered that the time limit in which the defendants have to file their answer is hereby extended to October 23, 1950.

I ask for this: Richmond Moore, Jr. I have seen this: Beecher E. Stallard. Entered TCF. October 2, 1950.

[fol. 22] IN THE LAW & EQUITY COURT OF THE CITY OF RICHMOND

[Title omitted]

DEFENDANTS' MOTION TO DISSOLVE TEMPORARY INJUNCTION—Filed October 2, 1950

To the Honorable Thomas C. Fletcher, Judge:

Come now the Defendants, by their representatives, in person and through their counsel, Beecher E. Stallard, and move this Honorable Court to dissolve the temporary injunction awarded the complainants on September 25, 1950, for the following reasons:

1. The temporary injunction was granted by this Honorable Court upon the bill of complaint and without the taking of any testimony and this Honorable Court misconceived the purpose of the peaceful picketing enjoined and erroneously imputed to the defendants an unlawful purpose.

[fol. 23] 2. Said injunction deprived defendants of the right of free speech and assemblage guaranteed by the First Amendment to the Constitution of the United States, and Section 12 of Article I of the Constitution of Virginia, protected against infringement by a state by the 14th Amendment to the Constitution of the United States.

3. The purpose of the peaceful picketing at all times has been to inform the members of the Richmond Building and Construction Trades Council and all the members of the local unions affiliated with the said council, and further to inform all friends of the Richmond Building and Construction Trades Council, and members of affiliated unions living in this area that the project being constructed by complainants is not a union job.

4. Defendants deny that they have requested that all non-union labor on the project mentioned in complainants' bill be laid off and discharged and further deny that they have performed any acts or intended to perform any acts in connection with the non-union men working on the project being constructed by complainants that would violate the spirit or letter of the provisions of Chapter 2 of the Acts of the Extra Session of the General Assembly of 1947, Michie's Code of Virginia, 1950, Section 40-68 to 74.

5. The defendants specifically deny that they have approached the non-union employees or their employers for the purpose of urging or demanding that the non-union employees join the said defendants' unions, or stop working for their employers.

6. The defendant, G. P. Johnson, Sr. is Business Representative of Local 1018, Brotherhood of Painters, Decorators and Paperhangers of America, affiliated with the American Federation of Labor, and W. H. Turner is Business Representative of Local Union No. 64, Cement Finishers and Operative Plasterers International Association, affiliated with the American Federation of Labor, but neither they, as individuals, nor as representatives of their respective local unions have made any requests or demands of the complainants whatsoever, nor have they been in communication with the complainants; that no action has been [fol. 24] taken by Local Union 1018 or Local Union 64 concerning the project being constructed by complainants.

7. That there are approximately 15 local unions which are members of the Richmond Building and Construction Trades Council, but said local unions are neither mentioned nor enjoined from picketing as have Local Union 1018 and Local Union 64, and their respective members.

8. The defendants desire to prove at the earliest opportunity the foregoing statements of fact and request an

opportunity to present evidence to conclusively establish them to the end that the temporary injuncion entered in this cause may be vacated.

9. That a continuance in force of said injunction will unjustly deprive the defendants of their rights and will inflict injury upon the defendants for which there is no adequate remedy for them, and their members.

In Consideration Whereof, it is clear that the defendants have not sought to deprive the non-union workmen, who are engaged in work on the George Washington Carver School in the City of Richmond, Virginia, of their right to continue said work and since the right of free speech exercised by the defendants herein is a most sacred one, and a right protected by both the Constitution of the United States and the Constitution of the Commonwealth of Virginia, and must be protected, at the time and place, where it's exercised to prove of substantial value to those exercising it; and if the right is not protected, then it will prove to be barren and no right in fact; therefore, this Honorable Court is requested to grant a hearing, without delay, to which evidence may be presented in support of this motion and that upon consideration thereof, and the entire record, if necessary, the Court order a dissolution of the temporary injunction and permit the said defendants to carry on the [fol. 25] peaceful picketing in and near the complainants' project as described in the bill for the lawful purpose defendants have alleged.

Respectfully submitted,

J. F. Joinville, Business Representative of Local Union No. 10, United Association of Journeymen, Plumbers and Steamfitters of the United States and Canada of the American Federation of Labor, an association;

G. P. Johnson, Sr., Business Representative of Local Union No. 1018, Brotherhood of Painters, Decorators and Paperhangers of America, American Federation of Labor, an Association;

Henry Cochran, Business Representative of Local Union No. 147, International Union of Operating Engineers, American Federation of Labor, an association;

W. H. Turner, Business Representative of Local Union No. 64, Cement Finishers and Operative Plasterers International Association, American Federation of Labor, an association;

J. F. Joinville, individually; G. P. Johnson, Sr., individually; Henry Cochran, individually; W. H. Turner, individually. Richmond Building & Construction Trades Council. By J. F. Joinville, President.

Beecher E. Stallard, Counsel for the Defendants.

[fol. 26] *Duly sworn to by J. F. Joinville, G. P. Johnson, Sr., Henry Cochran and W. H. Turner. Jurat omitted in printing.*

[fol. 27] In the Law & Equity Court of the City of Richmond

[Title omitted]

Answer to Bill of Complaint—Filed October 19, 1950

The joint and separate answer of the respondents, as herein named in the caption, to the bill of complaint of complainants, filed against them in the Law & Equity Court of the City of Richmond, Virginia.

These respondents, reserving unto themselves the benefits of all just exceptions to the said bill for answer thereto or so much thereof as they are advised it is material that they answer, answer and say:—

[fol. 28] 1. The respondents admit allegations as set out in paragraph marked one of Bill.

2. The respondents are not advised as to the correctness of the allegations set out in paragraph marked two of said bill concerning the contract between complainants and the city of Richmond, Virginia, for the construction of a school house to be known as George Washington Carver School.

3. The respondents are not advised as to the correctness of the allegations set out in paragraph marked three of

said bill which refers to the sub-contractors, but understand from previous statements of complainants that they had employed sub-contractors who worked union labor; and other sub-contractors who employed non-union labor.

4. The respondent, J. F. Joinville, denies the allegations as set out in paragraph marked four of said bill, that he had a conference with the complainants superintendent on or about July 27, 1950, in which he stated "that unless all non-union labor were laid off on the project union labor thereon would refuse to work and would throw a picket line around the project which would not be crossed by any members of any union"; that the respondent, J. F. Joinville, is informed certain business representatives did call upon the superintendent on or about the 27th. day of July, 1950, but respondent, J. F. Joinville, was not present, and therefore, does not know the number who were present or what the nature of the conversation was.

The respondent, J. F. Joinville, with Henry Cochran, present, admits he had a conference with O. J. Graham on or about July 28, 1950, but respondent, J. F. Joinville, denies that he at any time requested that O. J. Graham lay off or discharge any or all non-union labor on the project, and the respondent, J. F. Joinville, further denies that he stated "that if that were not done every effort would be made to prevent any union labor employed by the general contractor or any sub-contractor on that project from continuing work thereon."

[fol. 29] 5. In answer to paragraph marked five of said bill, the respondent, J. F. Joinville, admits that he discussed with O. J. Graham the possibility of the complainants' employing certain subcontractors, who employ union men, and further that they discussed the Virginia State Law which forbids one employing labor from discriminating between union and non-union labor; that the respondent, J. F. Joinville, and O. J. Graham agreed as to the effect of the law; that the parties further discussed why Graham Brothers on occasions took jobs and used sub-contractors who employed exclusively union men, and then on other occasions took jobs and employed non-union men; that respondent, J. F. Joinville, denies that there was any occasion for O. J. Graham to tell him "that he had no intention of firing, laying off or discharging non-union men on this

project in accordance with the demand made upon him by the aforesaid defendant", and further denies that any demands were made upon him; that if O. J. Graham had followed the sincere and earnest solicitation of J. F. Joinville, and had employed a sub-contractor who was at the time employing union men, complainants would not have had to break any Virginia law in the knowledge of J. F. Joinville; that the sole objective of J. F. Joinville in calling on O. J. Graham was to get Graham Brothers to let the plumbing on the project in question to a sub-contractor employing members of the Plumbers and Steamfitters Local 10. The respondent, J. F. Joinville, admits that his conversation did drift into what the members of his local union might do if Graham Brothers continued their policy of employing all union sub-contractors on one job in order to get the contract, while on other jobs the complainants employed a different policy in order to secure the contract. That the conversation between respondent, J. F. Joinville, and O. J. Graham had nothing to do with the job in question here, but pertained to future jobs.

[fol. 30] 6. As alleged in paragraph marked six in said bill, the respondent, G. P. Johnson, Sr., business agent for the defendant Local 1018, Brotherhood of Painters, Decorators and Paperhangers of America, A. F. of L., admits that he picketed the project herein described with a sign reading "This is not a union job. Richmond Trades Council"; that in that behalf he was acting for and in behalf of Richmond Building and Construction Trades Council.

The respondent, J. F. Joinville, admits that he was present and took the picket duties as described in paragraph 6, and he in that behalf was acting in behalf of the Council.

Respondent, W. H. Turner, admits that he is business agent for defendant Local Union 64, Cement Finishers and Operative Plasterers International Association, and that he was present at the project, but took no action personally.

The respondents, J. F. Joinville and G. P. Johnson, Sr., admit that approximately three or four union men, who belonged to some other union, other than respondents Local Union No. 1018 and Local Union 64, Local Union 147 and Local Union 10, refused to continue their work, but all of said respondents deny that the project has slowed to a standstill on account of these three or four men refusing

to work; that the facts will show that the work on said project has continued to the best of their knowledge with the exception of the three or four union men, who voluntarily walked off the job.

7. In answer to paragraph marked seven of said bill, the respondent, Richmond Building and Construction Trades Council, states that the purpose of the peaceful picketing described herein was to inform the members of the Richmond Building and Construction Trades Council, and all the members of the local unions affiliated with the said Council, and further to inform all friends of the Richmond Building and Construction Trades Council, and members of affiliated unions living in this area that the project being [fol. 31] constructed by complainants is not a union job, and that this purpose was the only purpose for which the peaceful picketing was conducted.

That the respondents, jointly and severally, deny that they have made any demands upon the complainants, that are contrary to the Right to Work Law of the State of Virginia, and which would subject complainants to criminal penalties in the event of violation, as well as to civil damages recoverable by any non-union employees who might be laid off or discharged. The respondents, jointly and severally, deny that they have ever sought to induce complainants to break their contracts with those sub-contractors who do not employ all union labor. Respondent, Richmond Building and Construction Trades Council, denies that it has made any illegal demands of the complainants through any agent or representative.

That business representatives of Locals No. 1018 and 64, were not present when J. F. Joinville conversed with O. J. Graham, and therefore, do not know what conversation took place; that said respondents admit that they are members of Richmond Building and Construction Trades Council, and that they concurred in the action taken by respondent, Richmond Building and Construction Trades Council, and the purpose for which it was taken as set out in paragraph 8 of this answer, but for no other purpose; that J. F. Joinville did not have a legal right to speak for Locals No. 1018, 64 and 147.

That respondents, Local 147, and Local 10, also are members of the Council, and concurred in its action for the

peaceful purpose as set out in paragraph 8 of this answer, but for no other purpose.

8. That as alleged in paragraph marked eight in said bill, the respondents deny that their object and aim through their Council picketing on September 25, 1950, was to prevent any non-union employees from working on the above mentioned project, it being their sole purpose in peacefully picketing complainants to inform the members of Richmond Building and Construction Trades Council, and all the mem- [fol. 32] bers of the local unions affiliated with the said Council, and further to inform all friends of the Richmond Building and Construction Trades Council, and members of affiliated unions living in this area that the project being constructed by complainants is not a union job, and deny that the picketing herein deprived non-union men of employment; that respondents jointly and severally deny that anything they have done is contrary to the Right to Work Law of the State of Virginia; that any action taken by union men on said project was a voluntary action on their part, and that no law requires union men to work if they do not desire to work.

The respondents deny that they have entered into a conspiracy between themselves to demand the complainants to do anything to deprive union or non-union men of employment.

That the facts will show that respondent, Richmond Building and Construction Trades Council, took action in this case for the peaceful purpose stated aforesaid.

9. The respondents deny that the complainants have been seriously damaged and are threatened with irreparable damage and harm to their business, and in the completion of their contract because of any action on behalf of any of the respondents, individually or collectively, the respondents individually and collectively deny that the complainants have no adequate remedy at law, and that the only remedy which would afford them adequate and proper relief is the injunctive process of this court; that the complainants could sue in law their sub-contractors if the sub-contractors have without legal excuse breached their contract, and therefore, complainants have an adequate remedy at law.

That respondents, jointly and severally, deny any and all

allegations of the complainants to the effect that they have acted in concert or individually to compel the complainants to fire any non-union men or to breach any criminal statute of the State of Virginia.

[fol. 33] And now, having fully answered, the complainants bill, these respondents pray to be hence dismissed with their reasonable costs by them in this behalf expended.

Beecher E. Stallard, P. D.

J. F. Joinville, Business Representative of Local Union No. 10, United Association of Journeymen, Plumbers and Steamfitters of the United States and Canada of the American Federation of Labor, an association;

G. P. Johnson, Sr., Business Representative of Local Union No. 1018, Brotherhood of Painters, Decorators and Paperhangers of America, American Federation of Labor, an Association;

Henry Cochran, Business Representative of Local Union No. 147, International Union of Operating Engineers, American Federation of Labor, an association;

W. H. Turner, Business Representative of Local Union No. 64, Cement Finishers and Operative Plasterers International Association, American Federation of Labor, an association.

J. F. Joinville, individually; G. P. Johnson, Sr., individually; Henry Cochran, individually; W. H. Turner, individually. Richmond Building & Construction Trades Council. By J. F. Joinville, President.

[fol. 34] *Duly sworn to by J. F. Joinville, G. P. Johnson, Sr., Henry Cochran and W. H. Turner. Jurat omitted in printing.*

[fol. 35] IN THE LAW AND EQUITY COURT OF THE CITY OF RICHMOND

[Title omitted]

ORDER ENLARGING EFFECTIVE PERIOD OF TEMPORARY INJUNCTION—October 20, 1950

This day came the parties, by counsel, and upon motion of complainant the effective period of the temporary injunction heretofore entered in this cause is hereby Ordered enlarged for an additional period of 60 days from this date.

Enter: TCF.
October 20, 1950.

I ask for this: Richmond Moore, Jr.
I object to this order: Beecher E. Stallard, Counsel for Defendants.

[fol. 36] IN THE LAW AND EQUITY COURT OF THE CITY OF RICHMOND

[Title omitted]

ORDER ENLARGING EFFECTIVE PERIOD OF TEMPORARY INJUNCTION—December 14, 1950

This day came the parties, by counsel, and upon their motion the effective period of the temporary injunction heretofore entered in this cause is hereby ordered enlarged until February 20, 1950.

———, Judge.

We ask for this: Richmond Moore, Jr., Counsel for Complainants; Beecher E. Stalland, Attorney for Defendants.

Enter: TCF.
December 14, 1950.

[fol. 37] IN THE LAW AND EQUITY COURT OF THE CITY OF RICHMOND

[Title omitted]

ORDER FURTHER ENLARGING EFFECTIVE PERIOD OF TEMPORARY INJUNCTION—February 19, 1951

This day came the parties, by counsel, and upon their joint motion the effective period of the temporary injunction heretofore entered in this cause is hereby ordered enlarged until April 20, 1951.

——— ———, Judge.

We ask for this: Richmond Moore, Jr., Counsel for Complainants.

——— ———, Counsel for Defendants.

Enter: TCF.
February 19, 1951.

[fol. 38] IN THE LAW AND EQUITY COURT OF THE CITY OF RICHMOND

[Title omitted]

ORDER FURTHER ENLARGING EFFECTIVE PERIOD OF TEMPORARY INJUNCTION—April 17, 1951

This day came the parties, by counsel, and upon motion of the complainants the effective period of the temporary injunction heretofore entered in this cause is hereby ordered enlarged until June 17, 1951.

——— ———, Judge.

I ask for this: Richmond Moore, Jr., Counsel for Complainants.

I have seen this and object to same and except to the court's ruling, Beecher E. Stallard, Counsel for Defendants.

Enter: TCF.
April 17, 1951

[fol. 39] IN THE LAW AND EQUITY COURT OF THE CITY OF RICHMOND

[Title omitted]

ORDER DIRECTING PARTIES TO COMPLETE TAKING DEPOSITIONS —April 24, 1951

This day came the parties, by counsel, and counsel for the defendants moved the court to enter an order requiring both the complainants and the defendants to complete the taking of their evidence in this cause on or by June 17, 1951.

In Consideration Whereof, the court doth order that both complainants and defendants complete the taking of their depositions and file same with the court on or before June 17, 1951.

——, Judge.

I ask for this: Beecher E. Stallard. p. d.
I have seen this: Richmond Moore, Jr. p.q.

Enter: TCF.
April 24, 1951.

[fol. 40] IN THE LAW AND EQUITY COURT OF THE CITY OF RICHMOND

[Title omitted]

ORDER FURTHER ENLARGING EFFECTIVE PERIOD OF TEMPORARY INJUNCTION—June 12, 1951

This day came the parties, by counsel, and upon motion of the complainants the effective period of the temporary injunction heretofore entered in this cause is hereby ordered enlarged until July 17, 1951, or until further order of this Court.

——, Judge.

I ask for this: Richmond Moore, Jr., Counsel for Complainants.
I have seen this: Beecher E. Stallard, Counsel for Defendants.

Enter: TCF.
June 12, 1951.

[fol. 41] IN THE LAW AND EQUITY COURT OF THE CITY OF RICHMOND

O. J. GRAHAM, ET ALS.,

v.

LOCAL UNION NO. 10, UNITED ASSOCIATION OF JOURNEYMEN, PLUMBERS AND STEAMFITTERS OF THE UNITED STATES AND CANADA OF THE AMERICAN FEDERATION OF LABOR, ETC., ET ALS.

DECREE AWARDING PERMANENT INJUNCTION AND DAMAGES—July 17, 1951

This cause, which has been regularly matured, set for hearing and docketed, came on this day to be heard upon the bill of complaint and joint answer of the defendants, and upon the depositions of witnesses, taken by agreement of counsel, and exhibits therewith, filed in accordance with law, and was argued by counsel.

Upon Consideration Whereof, it appearing to the Court that the picketing complained of was conducted and carried on by the defendants, except for those defendants hereinafter noted, and for aims, purposes and objectives in conflict with the provisions of the Right To Work laws of the State of Virginia and, therefore, illegal; that a permanent injunction is necessary to prevent irreparable harm and damage to the complainants, and that complainants have already been damaged to the extent of One Hundred and Ninety ($190.00) Dollars, the Court doth so find;

It is accordingly Adjudged, Ordered and Decreed that a permanent injunction be, and the same is hereby awarded [fol. 42] the complainants, O. J. Graham, O. T. Graham and E. M. Graham, partners, trading as Graham Brothers, restraining the defendants, Local Union No. 10, united Association of Journeymen, Plumbers and Steamfitters of the United States and Canada of the American Federation of Labor, sometimes known as Local No. 10, United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, an association, Local Union No. 1018, Brotherhood of Painters, Decorators and Paperhangers of America,

American Federation of Labor, an association, Local Union No. 64, Cement Finishers and Operative Plasterers International Association, American Federation of Labor, an association, Richmond Building and Construction Trades Council, an association, G. P. Johnson, Sr., W. H. Turner, J. F. Joinville, and all officers, employees, agents and members of said Council and Unions, from interfering with, molesting or otherwise carrying on their picketing or other activities in front of or around the site of construction of George Washington Carver School in the City of Richmond, Virginia.

It is further adjudged, ordered and decreed that the aforementioned Unions and Council and individually named defendants, do pay to the complainants the sum of One Hundred Ninety Dollars ($190.00) with interest from the date of this decree, and that said defendants do pay all of the costs of this suit including the cost of the reporter's transcript of the depositions filed herein.

The said defendants, by counsel, except to all of the foregoing actions of the court on the following grounds:

1. The decree deprives the defendants of their right of free speech and assemblage, guaranteed by the 1st Amendment to the Constitution of the United States, and Section 12 Article I of the Constitution of Virginia, and protected against the infringement by a state by the 14th Amendment to the Constitution of the United States.

[fol. 43] 2. In arbitrarily decreeing that the picketing carried on by the defendants was unlawful, not peaceful and therefore not protected by the 1st and 14th Amendments to the Constitution of the United States, and Section 12, Article I of the Constitution of Virginia.

3. In denying the prayer in the defendants' answer, praying that the complainant's bill of complaint be dismissed with reasonable costs and attorney's fees to defendants' counsel.

4. That the decree is contrary to the law and evidence in this cause.

5. Because there is no evidence on which to base a permanent injunction, nor is there any evidence on which to grant damages.

And it further appearing to the Court that the defendants, Local Union No. 147, International Union of Operating Engineers, American Federation of Labor, an association, and Henry Cochran, did not actively participate in the picketing which occurred, it is adjudged, ordered and decreed that the bill of complaint, be, and the same is hereby dismissed as to said defendants.

And the said defendants, and each of them, having indicated they intend to apply to the Supreme Court of Appeals of Virginia for an appeal and supersedeas to said judgment and to certain other decrees and orders heretofore entered herein, it is further ordered that the execution of this decree, the judgment herein awarded, be stayed for a period of four months upon the defendant's or someone for them giving within thirty days from this date a suspending bond in the penalty of $500.00 with surety approved by the clerk of this court, conditioned as provided by law.

——— ———, Judge.

I ask for this: Richmond Moore, Jr., Counsel for Complainants.

I have seen this and object and except to same: Beecher E. Stallard.

Enter: TCF.
July 17, 1951.

[fol. 44] IN THE LAW AND EQUITY COURT OF THE CITY OF RICHMOND

[Title omitted]

NOTICE OF APPEAL PURSUANT TO RULE 5:1 OF THE SUPREME COURT AND ASSIGNMENTS OF ERROR OF DEFENDANTS, AS HEREINAFTER SET OUT—Filed September 8, 1951

To Luther Libby, Jr., Clerk of Said Court:

The defendants, Local Union No. 10, United Association of Journeymen, Plumbers and Steamfitters of the United States and Canada of the American Federation of Labor, sometimes known as Local No. 10, United Association of

Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, an association; Local Union No. 1018, Brotherhood of Painters, Decorators and Paperhangers of America, American Federation of Labor, an association; Local Union No. 64, Cement Finishers and Operative Plasterers International Association, American Federation of Labor, an association; G. P. Johnson; J. F. Joinville; W. H. Turner, and Richmond Building & Construction Trades Council, an association, appeal from a decree entered herein on July 17, 1951, whereby complainants were successful in having the court adjudicate that the picketing carried on by the defendants [fol. 45] was unlawful, and the defendants were permanently enjoined from picketing and the court decreed that the complainants were entitled to damages; and hereby file this as their Notice of Appeal to the Supreme Court of Virginia.

The defendants, as designated above, assign as errors the following actions of the trial court:

1. Awarding a temporary injunction on September 25, 1950, and in overruling the defendants' written motion to dissolve the temporary injunction filed by order dated October 2, 1950, which deprived the defendants of their right of free speech and assemblage guaranteed by the First Amendment to the Constitution of the United States and Section 12, Article I of the Constitution of Virginia, and protected against infringement by a state by the Fourteenth Amendment to the Constitution of the United States.

2. In decreeing on July 17, 1951, that the picketing carried on by the defendants was unlawful and the complainants were entitled to a permanent injunction and damages.

3. In arbitrarily decreeing that the picketing as carried on by the defendants was unlawful, which had the effect of holding that the picketing was not peaceful and therefore, not protected by the First Amendment to the Constitution of the United States and Section 12, Article I of the Constitution of Virginia, and protected against infringement by a state by the Fourteenth Amendment to the Constitution of the United Sates.

4. In arbitrarily decreeing that the picketing as carried on by the defendants had damaged the complainants.

5. In denying the prayer of the defendants' answer praying that the complainants' bill of complaint be dismissed with reasonable cost and attorney's fees to defendants' counsel.

6. In decreeing, ordering and finding in behalf of the complainants against the defendants in the manner and to any extent whatsoever and especially entering the decree of [fol. 46] July 17, 1951, which called for monetary damages.

7. That the amount of the damages found by the court was excessive.

8. In decreeing there was sufficient evidence on which to base a perma-nt injunction and damages.

Local Union No. 10, United Association of Journeymen, Plumbers and Steamfitters of the United States and Canada of the AFL, etc. By Counsel.

Local Union No. 1018, Brotherhood of Painters, Decorators and Paperhangers of America, A.F.L. an Assoc. By Counsel.

Local Union No. 64, Cement Finishers and Operative Plasterers International Assoc., A.F.L. By Counsel.

G. P. Johnson, by Counsel; J. F. Joinville, by Counsel; W. H. Turner, by Counsel. Richmond Building & Construction Trades Council, an Assoc. By Counsel for Defendants Designated.

Beecher E. Stallard, Central National Bank Building, Richmond, Virginia.

This is to certify that a copy of the foreging Notice of Appeal was mailed to Richmond Moore, Jr., State Planters Bank Building, Richmond, Virginia, counsel for complainants, on the 7th day of September, 1951.

Beecher E. Stallard, Counsel for Defendants indicated.

[File endorsement omitted.]

[fol. 47] CERTIFICATION AS TO BOND

I, Luther Libby, Jr., hereby certify that the bond in this case was given before me on *this* the 15th day of August, 1951.

Clerk—Law and Equity Court of the City of Richmond.

[fol. 48] IN THE LAW & EQUITY COURT OF THE CITY OF RICHMOND

[Title omitted]

DESIGNATION OF THE RECORD TO BE PRINTED PURSUANT TO RULE 5.1 OF THE SUPREME COURT OF VIRGINIA—Filed September 8, 1951.

To Luther Libby, Jr., Clerk of said Court:

	Clerk's Designation of pages
1. Bill of Complaint received and filed September 25, 1950.	A-AA 2- 5
2. Order awarding Temporary Injunction entered September 25, 1950.	B-BB 7- 9
3. Order filing and overruling Motion to dissolve temporary injunction entered October 2, 1950.	C-CC 20-21
4. Defendants' motion to dissolve temporary injunction filed October 2, 1950.	D-DD 22-25
5. Answer of Defendants to Bill of Complaint received and filed October 19, 1950, in Clerk's office.	E-EE 27-33
6. Decree awarding permanent injunction and damages entered by court July 17, 1951.	F-FF 41-43

[fol. 49] 7. Defendants' assignments of error.

8. The following portions of the transcript of the record taken in deposition form before A. Colton Williams, Notary Public and Shorthand Reporter, received and filed in the Clerk's Office as part of the record on May 21, 1951:

(a) Testimony of J. F. Joinville, which was filed as part of the record with the Clerk on May 21, 1951, the beginning

point being indicated in pencil with the capital letter "A", and the ending point being indicated in pencil with the capital letters "AA", including all questions and answers and objections of counsel on the following pages of the depositions:

A-AA	Page	2 to 7	(Indicate all omissions)
A-AA		17 to 18	
A-AA		24 to 37	
A-AA		38 to 44	
A-AA		49 to 52	
A-AA		59 to 90	
A-AA		93 to 101	
A-AA		102 to 109	
A-AA		110 to 112	
A-AA		441 to 463	
A-AA		469 to 482	

(b) Testimony of Henry Cochran, which was filed as part of the record with the Clerk on May 21, 1951, the beginning point being indicated in pencil with the capital letter "B", and the ending point being indicated in pencil with the capital letters "BB", including all questions and answers and objections of counsel on the following pages of the depositions:

B-BB	Page	113 to 115
B-BB		120 to 123
B-BB		128 to 130
B-BB		132 to 134
B-BB		138 to 144
B-BB		156 to 157

(c) Testimony of W. H. Turner, which was filed as part of the record with the Clerk on May 21, 1951, the beginning point being indicated in pencil with the capital letter "C", and the ending point being indicated in pencil with the capital letters "CC", including all questions and answers and objections of counsel on the following pages of the depositions:

C-CC	Page	157 to 160
C-CC		174 to 181

[fol. 50] (d) Testimony of G. P. Johnson, the beginning point being indicated in pencil with the capital letter "D",

and the ending point being indicated in pencil with the capital letters "DD", including all questions and answers and objections of counsel on the following pages of the depositions:

D-DD	Page	194 to 198
D-DD		206 to 212
D-DD		217 to 220
D-DD		224 to 227
D-DD		228 to 229
D-DD		426 to 431

(e) Testimony of Ludwig C. Jepsen, the beginning point being indicated in pencil with the capital letter "E", and the ending point being indicated in pencil with the capital letters "EE", including all questions and answers and objections of counsel on the following pages of the depositions:

E-EE	Page	241 to 250
E-EE		252 to 255
E-EE		258 to 262

(f) Testimony of E. W. Brooks, the beginning point being indicated in pencil with the capital letter "F", and the ending point being indicated in pencil with the capital letters "FF", including all questions and answers and objections of counsel on the following pages of the depositions:

F-FF	Page	274 to 283
F-FF		293 to 294

(g) Testimony of O. T. Graham, the beginning point being indicated in pencil with the capital letter "G", and the ending point being indicated in pencil with the capital letters "GG", including all questions and answers and objections of counsel on the following pages of the depositions:

G-GG	Page	302 to 310
G-GG		312 to 316
G-GG		321 to 322

[fol. 51] (h) Testimony of John Q. Acree, the beginning point being indicated in pencil with the capital letter "H",

and the ending point being indicated in pencil with the capital letters "HH", including all questions and answers and objections of counsel on the following pages of the depositions:

H-HH Page 351 to 356

(i) Testimony of O. J. Graham, the beginning point being indicated in pencil with the capital letter "I", and the ending point being indicated in pencil with the capital letters "II", including all questions and answers and objections of counsel on the following pages of the depositions:

I-II	Page	359 to 360
I-II		373 to 390
I-II		401 to 407
I-II		409 to 417
I-II		418 to 424

(It is the desire of all the defendants indicated in this cause that the portions of the transcript of the record as above designated, including all questions, answers, objections, stipulations and rulings between the said beginning and ending points, be printed.)

Local Union No. 10, United Assoc. of Journeymen, Plumbers and Steamfitters of the United States & Canada, A.F.L.; Local 1018, Brotherhood of Painters, Decorators & Paperhangers; Local No. 64, Cement Finishers and Operative Plasterers International Assoc., A.F.L.; G. P. Johnson, J. F. Joinville, W. H. Turner, Richmond Building & Construction Trades Council, an Assoc. By Counsel for Defendants indicated.

Beecher E. Stallard, p.d.

This is to certify that a copy of the foregoing notice was mailed to Richmond Moore, Jr., State Planters Bank Building, Richmond, Virginia, counsel for complainants, on the 7th day of September, 1951.

Beecher E. Stallard.

[File endorsement omitted.]

[fol. 52] IN THE SUPREME COURT OF APPEALS OF VIRGINIA

ORDER REFUSING APPEAL—January 23, 1951

In the Supreme Court of Appeals held at the Court-Library Building in the City of Richmond on Wednesday the 23rd day of January, 1952.

The petition of Local Union No. 10, United Association of Journeymen, Plumbers and Steamfitters of the United States and Canada, of the American Federation of Labor, sometimes known as Local No. 10, United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, an association; Local Union No. 1018, Brotherhood of Painters, Decorators and Paperhangers of America, American Federation of Labor, an Association; G. P. Johnson; J. F. Joinville; W. H. Turner; and Richmond Building and Construction Trades Council, an association, for an appeal from and supersedeas to decrees entered by the Law and Equity Court of the city of Richmond on the 26th day of September, 1950, the 2nd day of October, 1950, and the 17th day of July, 1951; in a certain chancery cause then therein *de*pending wherein O. J. Graham and others were plaintiffs and the said petitioners were defendants, having been maturely considered and a transcript of the record of the decrees aforesaid seen and inspected, the court being of opinion that the said decrees are plainly right, doth reject said petition and refuse said appeal and supersedeas, the effect of which is to affirm the decree of the said law and equity court.

A copy, Teste:

M. S. Watts, Clerk.

[File endorsement omitted.]

[fol. 53] IN THE LAW & EQUITY COURT OF THE CITY OF RICHMOND

[Title omitted]

PETITION FOR STAY OF EXECUTION

To the Honorable Thomas C. Bletcher, Judge of said Court:

Your petitioners, Local Union No. 10, United Association of Journeymen, Plumbers and Steamfitters of the United States and Canada, of the American Federation of Labor, sometimes known as Local No. 10, United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, an association; Local Union No. 1018, Brotherhood of Painters, Decorators and Paperhangers of America, American Federation of Labor, an association; Local Union No. 64, Cement Finishers and Operative Plasterers International Association, American Federation of Labor, an association; G. P. Johnson; J. F. Joinville; W. H. Turner, and Richmond Building & Construction Trades Council, an association, respectfully represent unto Your Honor as follows:

1. That they are aggrieved by certain decrees entered against them by this Honorable Court, the first decree being a temporary injunction which was entered against them on September 26, 1950, and the second decree entered on October 2, 1950, overruling petitioners' written motion to dissolve the temporary injunction; the third decree was a permanent injunction entered on July 17, 1951, whereby petitioners were successful in having the court adjudicate that certain picketing carried on by the petitioners was unlawful and that the complainants were entitled to damages in the sum of $190.00, and cost expended by complainants which included the cost of the reporter's transcript of the depositions filed.

2. That the aforesaid petitioners filed their petition with the Honorable Justices of the Supreme Court of Appeals of [fol. 54] Virginia, asking that an appeal be granted in this cause, but said appeal was refused.

3. That the aforesaid petitioners desire to file their petition with the Honorable Justices of the Supreme Court of

the United States, asking that an appeal be granted them or writ of certiorari in this cause.

Wherefore, the petitioners pray leave to file their petition for a stay of execution of the judgment entered in this cause on July 17, 1951, for a period of ninety (90) days, in order that they may have time in which to perfect their appeal to the Supreme Court of the United States.

Local Union No. 10, United Association of Journeymen, Plumbers and Steamfitters of the United States and Canada, etc.; Local Union No. 1018, Brotherhood of Painters and Paperhangers of America; Local No. 64, Cement Finishers and Operative Plasterers Int. Assn.; G. P. Johnson; J. F. Joinville; W. H. Turner; By Counsel.

Beecher E. Stallard, p.d., Central National Bank Bldg., Richmond, Virginia.

I certify that on 2-8-52 I mailed a true copy of the foregoing to Tucker, May, Cabell & Weaver.

Beecher E. Stallard.

[fol. 55] IN THE LAW & EQUITY COURT OF THE CITY OF RICHMOND

[Title omitted]

ORDER STAYING EXECUTION—February 15, 1952

This day came the defendants, by counsel, and also the complainants, by counsel, and thereupon the defendants tendered their petition, praying leave to file the same, which leave being granted the said petition of defendants is ordered filed; and whereby said defendants moved the court for an order staying the execution of the judgment granted in this cause on the 17th day of July, 1951, for a period of ninety (90) days, and whereupon the court having maturely considered the motion doth adjudge, order and decree that execution of judgment rendered for the complainant in this cause on the 17th day of July, 1951, be stayed for a period of ninety (90) days, in order to permit

the defendants to perfect an appeal to the Supreme Court of the United States.

But it is further ordered that this stay of execution shall not take effect until the defendants, or one of them, or someone for them, shall enter into bond before the Clerk of the Law & Equity Court of the City of Richmond, Virginia, in the penalty of $500.60 with surety to be approved by the said Clerk, and conditioned to pay said judgment of July 17, 1951.

——— ———, Judge.

I ask for this: Beecher E. Stallard, p.d.

I have seen this: Richmond Moore, Jr., p.q.

Entered O.B. 50, p. 435.

[fol. 56] SUPREME COURT OF THE UNITED STATES, OCTOBER TERM, 1951

No. —

LOCAL UNION NO. 10, UNITED ASSOCIATION OF JOURNEYMEN, PLUMBERS AND STEAMFITTERS OF THE UNITED STATES AND CANADA OF THE AMERICAN FEDERATION OF LABOR, etc., et al.

vs.

O. J. GRAHAM, O. T. GRAHAM and E. M. GRAHAM, Partners, Trading as Graham Brothers

ORDER EXTENDING TIME TO FILE PETITION FOR WRIT OF CERTIORARI—April 15, 1952

Upon consideration of the application of counsel for petitioners,

It is ordered that the time for filing petition for writ of certiorari in the above-entitled cause be, and the same is hereby, extended to and including May 17, 1952.

Fred M. Vinson, Chief Justice of the United States.

Dated this 15th day of April, 1952.

[fol. 56a] SUPREME COURT OF THE UNITED STATES, OCTOBER TERM, 1951

No. —

LOCAL UNION NO. 10, UNITED ASSOCIATION OF JOURNEYMEN, PLUMBERS AND STEAMFITTERS OF THE UNITED STATES AND CANADA OF THE AMERICAN FEDERATION OF LABOR, etc., et al., Petitioners,

vs.

O. J. GRAHAM, O. T. GRAHAM and E. M. GRAHAM, Partners, Trading as Graham Brothers

ORDER EXTENDING TIME TO FILE PETITION FOR WRIT OF CERTIORARI

Upon consideration of the application of counsel for petitioners,

It is ordered that the time for filing petition for writ of certiorari in the above-entitled cause be, and the same is hereby, extended to and including May 27th, 1952.

Fred M. Vinson, Chief Justice of the United States.

Dated this 13" day of May, 1952.

[fol. 57] EXHIBIT #1

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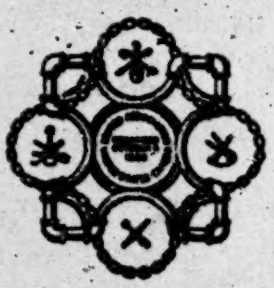
Constitution, By-Laws, Rules of Order and Jurisdiction

of the

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY

of the United States and Canada

Affiliated with American Federation of Labor, Building and Construction Trades Department, Metal Trades Department, Railway Department, Union Label Trades Department, Dominion Trades and Labor Congress of Canada



REVISED AND
AMENDED AT ATLANTIC CITY, N. J.
September 9 to 13, 1946

Constitution, By-Laws, Rules of Order and Jurisdiction

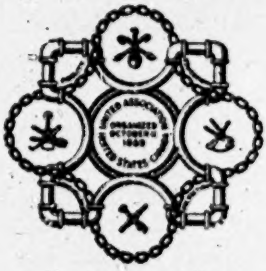
of the

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY

of the United States and Canada

Composed of Journeymen and Apprentices Who Have Jurisdiction Over Every Branch of the Plumbing, Pipe Fitting Industry

Affiliated with American Federation of Labor, Building and Construction Trades Department, Metal Trades Department, Railway Department, Union Label Trades Department, Dominion Trades and Labor Congress of Canada



REVISED AND AMENDED AT ATLANTIC CITY, N. J. September 9 to 13, 1946

RANSDELL INC.

WASHINGTON, D. C.

Printed in the U. S. A.

CONSTITUTION, BY-LAWS, RULES OF ORDER AND JURISDICTION

of the

United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada

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Organized October 11, 1889

ADOPTED
Washington, D. C., October 11, 1889

AMENDED
Pittsburgh, Pa., July 28 to August 1, 1890

AMENDED
Denver, Colo., July 27 to August 2, 1891

AMENDED
Minneapolis, Minn., July 25 to 29, 1892

AMENDED
New York, N. Y., July 31 to August 5, 1893

AMENDED
St. Louis, Mo., July 30 to August 3, 1894

REVISED
Milwaukee, Wis., September 28 to October 3, 1896

AMENDED
Nashville, Tenn., September 27 to October 2, 1897

AMENDED
Cleveland, Ohio, September 6 to 10, 1898

AMENDED
Peoria, Ill., September 25 to 30, 1899

AMENDED
Newark, N. J., August 6 to 11, 1900

AMENDED
Buffalo, N. Y., August 19 to 25, 1901

AMENDED
Omaha, Neb., August 18 to 24, 1902

AMENDED
Birmingham, Ala., August 15 to 20, 1904

AMENDED
Toronto, Canada, September 17 to 28, 1906

AMENDED
Indianapolis, Ind., September 21 to 29, 1908

AMENDED
St. Paul, Minn., September 19 to 27, 1910

AMENDED
Boston, Mass., August 18 to 25, 1913

AMENDED
Toledo, Ohio, August 13 to 21, 1917

REVISED
Providence, R. I., September 19 to 24, 1921
AMENDED
Atlantic City, N. J., September 15 to 20, 1924
AMENDED
Atlantic City, N. J., September 17 to 21, 1928
AMENDED
Atlantic City, N. J., September 12 to 16, 1938
AMENDED
Cleveland, Ohio, September 14 to 17, 1942
REVISED AND AMENDED
Atlantic City, N. J., September 9 to 13, 1946

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PREAMBLE

The aspirations of this Association are to construct an organization which shall subserve the interest of all its members and be a fitting monument to the Unions attached thereto.

The objects of this Association are to protect its members from unjust and injurious competition, and secure through unity of action among all workers of the industry throughout the United States and Canada claiming, as we do, that labor is capital, and is the only capital that possesses power to reproduce itself, or in other words, to create capital. Labor is the interest underlying all other interests; therefore, it is entitled to and should receive from society and government protection and encouragement.

Mankind generally condemn that which they do not thoroughly understand and through prejudice and ignorance neglect to pay that strict attention and regard to the principle of unity for elevating their condition and for the accomplishment of good works which is so much required in creating confidence, generating esteem and respect and for promoting harmony and good feeling among themselves; therefore let every member weigh the substance of these laws within his mind and thus become qualified to determine upon that which is herein set forth in the spirit of sincerity and honesty of purpose.

As an earnest proof that we entertain a true sense of our obligations, interests and duties toward one another, each member should make himself thoroughly acquainted with the laws herein contained, that he may avoid imposing upon the same, and also be prepared to use his influence on those who do not as yet belong to the Association, but whose only reason for not belonging to it is that the benefits offered have never been fully explained to them. Above all, members should avoid becoming in arrears. Large numbers, which should insure "strength," very frequently produce weakness, because those in arrears are debarred from the benefits, and also make it impossible to meet the claims which are made by members who are in good standing.

Recognizing the right of the employer or capitalist to control his capital, we also claim and will exercise the right to control our labor, and be consulted in determining the price paid for it.

We therefore urge upon all Journeymen and Apprentices who have jurisdiction of every branch of the Plumbing and Pipe Fitting Industry, in

every section of the United States and Canada, to join with us in our efforts to secure through the power of organization, both for ourselves and our children, a steady demand and a fair compensation for our toil, and a position in society to which, as wealth producers and citizens, we are justly entitled. Recognizing the need of united political action, we urge that the Political Policies as determined by the American Federation of Labor shall be the basic foundation for our political beliefs. We must assist in electing to public office only those favorable to the cause we espouse, which is the cause of human freedom, and in doing so, elect our friends and defeat our enemies.

For the successful accomplishment of the ends desired by the Association, for the instruction, information and guidance of its members, and for the due regulation of the business connected therewith, this code of laws is hereby enacted.

CONSTITUTION

Name and Membership

Sec. 1. This organization shall be known as the UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA, composed of Journeymen and Apprentices engaged in the supervising, fabrication, installation and maintenance of plumbing and pipe fitting installations of every description and character.

Trade and Territorial Jurisdiction

Sec. 2. The jurisdiction of territory of the United Association embraces the United States and the Dominion of Canada, and its trade jurisdiction shall include all branches of the pipefitting industry. In it alone is vested the power to establish Local Unions, and its mandates must be obeyed at all times and under all circumstances. To the United Association of the United States and Canada is reserved the right to decide all matters pertaining to trade and territorial jurisdiction of its affiliated Local Unions, and no Local Union is conceded territorial jurisdiction other than the current working day in said territory, while to Local Unions is conceded the right to make necessary laws and agreements for local government which do not conflict with the laws of the United Association.

Sec. 2 (a). Membership. The United Association of Journeymen and Apprentices of the United States and Canada, having full and exclusive trade jurisdiction over the plumbing and pipe fitting industry, shall be composed of journeymen and apprentices of one craft without jurisdictional lines of demarcation.

Sec. 2 (b). Abolishment of Trade Lines. That there shall be one trade craft in the plumbing and pipe fitting industry for all journeymen and apprentice members of the United Association and all journeymen members shall be permitted without restriction or bar to perform all work governed by the trade jurisdiction of the United Association; all apprentice members of the United Association shall, under the supervision and control of journeymen members, be permitted without restriction or bar to perform all work covered by the trade jurisdiction of the United Association.

General Officers and Their Duties

Sec. 3. The officers of the United Association shall consist of a General President, six Vice-Presidents, General Secretary-Treasurer, Assistant Secretary and twenty General Organizers. They shall be elected for four years, or until their successors are elected and installed, and all officers of the U.A. shall devote eight hours of their time each work day to the business of the United Association. All General Officers and General Organizers shall receive a two weeks' vacation annually with full wages. The General President is authorized to employ additional organizers as the occasion arises.

Sec. 4. It shall be the duties of the General President of the United Association to preside at all conventions and meetings of the Executive Board of the United Association and conduct the same according to the Constitution and rules of order, and should the meeting be equally divided by vote on any question he shall cast the deciding vote. He shall by virtue of his office serve as a credentialed delegate to the American Federation of Labor convention and all its affiliated departments and shall appoint all of the necessary delegates to these Conventions, as well as to the Canadian Trades and Labor Congress, and also to such other conventions as may be deemed necessary for the welfare of the United Association, and supervise the entire interests of the United Association and endeavor to settle all disputes arising

in the United Association, subject to appeal to the General Executive Board of the United Association. He or his authorized representative shall have the power to suspend any Local Union of the United Association for violation of the Laws and Constitution of the United Association or for any acts detrimental to the interests of the labor movement and the United Association. He shall sign all orders in the treasury for the payment of such moneys as are legally authorized and shall issue the quarterly password. He shall sign all charters and submit to the General Secretary-Treasurer an itemized account of all moneys expended by him in behalf of the United Association, which shall be paid by the General Secretary-Treasurer upon approval of the General Executive Board. In case of emergency he shall have authority to call a meeting of the General Executive Board.

Sec. 5. He shall in conjunction with the Secretary-Treasurer render decisions and endeavor to adjust matters of dispute, but all such decisions shall be subject to appeal to the General Executive Board.

Appointment of Standing Committees

Sec. 6. The General President shall appoint the following Standing Committees: Committee on Credentials, Committee on Rules and Order, Committee on Laws, Committee on State of Association, Committee on Appeals and Grievances, Committee on Resolutions, Committee on Jurisdiction, Committee on Officers' Reports, Committee on Convention Expenses, Committee on Press.

Appointment of Credential Committee

Sec. 7. The President shall appoint a Credential Committee consisting of three members at least one week before the convention and they shall be in session at least twenty-four hours before the time of convention to receive and act on all credentials and be ready to report as soon as the convention is called to order.

Appointment of Laws Committee

Sec. 8. As soon as practicable, after the election of delegates to the United Association Convention by Local Unions, and at least twenty days before the meeting of the convention, the General President shall appoint a Committee on Laws, to be composed of five delegates elect. To this committee the General Executive Board shall submit such

information, data and propositions as shall be deemed necessary to amend and improve the Constitution, By-Laws and General Laws.

Sec. 9. The Laws Committee shall meet at the General Office at least one week previous to the convention and shall proceed assiduously to consider all information, data and propositions and they shall submit a report in full on all propositions favorably acted upon and substance of all propositions adversely acted upon to the convention. All amendments submitted during the sessions shall be referred without debate. It shall have leave to sit during session and shall have the right to report at any time during the convention.

Sec. 10. The President, at the hour of 11 A. M., on the second day of each Convention of the United Association, shall rap his gavel, regardless of any other matter, and call on the delegates and guests attending the Convention to stand in silence for one minute in respect to our deceased Brothers.

Sec. 11. He shall furnish monthly to the General Executive Board a detailed report of the business transacted and shall make such recommendations as in his judgment may be required for the welfare of the United Association and its Local Unions and he shall receive for his services the sum of $15,000.00 per year to be paid in monthly installments and he shall also be allowed the sum of $25.00 per day for hotel and $100.00 per week incidental expenses, railroad fare and such other expenses as may be incurred in the discharge of his duties and the same to be submitted to and approved by the General Executive Board.

Sec. 12. The Vice-Presidents in their respective districts shall act as the legal representatives of the President of the United Association.

Sec. 13. The Secretary-Treasurer shall keep a true record of the proceedings of the United Association and meeting of the General Executive Board. He shall keep a correct list of all Local Unions, the numbers of same and the addresses of all the Business Agents and Secretaries of said Unions. This book to be known as the General President's Roll Book; same to be kept in the office of the Secretary. He shall attend to all correspondence, etc., which may not require the consideration of the President and the Executive Board. He shall communicate with each Local Union once a month and furnish to the Recording

Secretary a list of all cities where it is advisable for members to keep away from—collect and receipt for all moneys due the United Association. He shall be furnished with a special seal, which shall be affixed to all official documents, except circular letters; he shall keep a copy of all documents and communications issued from his office and have same properly indexed. He shall immediately after the close of each calendar year prepare a verification sheet for each Local Union. This verification sheet shall contain an alphabetical list of each and every member of the Local Union and on this list shall be placed the member's card number and his status as shown on the United Association records. This sheet shall be mailed to the Financial Secretary of the Local Union as soon as prepared.

Sec. 14. He shall keep a correct and thorough record of the condition of trade in all localities at various periods. Of wages paid, of the number employed and unemployed, of the apprentices turned out annually and a correct description of parties working in conflict with the rules and usages of the United Association and Local Unions thereof, and of all fines imposed on members and why such fines were so imposed.

Sec. 15. He shall procure a Roll Book and register consecutively the card number of every member initiated by the various Local Unions.

Sec. 16. The General Secretary-Treasurer shall make a semi-annual financial report to each Local Union. He shall be allowed all traveling, hotel, and other incidental expenses incurred while away from the office in the interest of the United Association. He shall 90 days previous to each convention notify all secretaries of Local Unions in good standing to elect delegates to same. He shall expend not more than $250.00 at any time without having first submitted same to General Executive Board for their sanction. He shall deposit all money over the sum of $250.00 in the name of the United Association, in such bank as may be designated by the General Executive Board, and shall be placed under a bond of fifty thousand dollars, with a responsible surety company, and when the General Executive Board, in their judgment, deem it necessary, they will increase the amount of bond, and the cost to be paid by the United Association.

Sec. 17. He shall be empowered to employ such help as is absolutely necessary and he shall sub-

mit to the General Executive Board for their approval a monthly statement of his expense together with the names of the employees and the salaries they receive.

He shall in conjunction with the General President render decisions, and endeavor to adjust matters of dispute, but all such decisions shall be subject to appeal to the General Executive Board.

Sec. 18. He shall furnish an annual report to General Executive Board of the affairs of his office, including an itemized account of receipts and expenses in printed form, and any other matter that may be deemed of sufficient importance, he shall in conjunction with the General President prepare specifications, governing as far as possible all printing matter, which shall be submitted to at least four reputable firms for estimates on printing and copies of these estimates to be sent to the General Executive Board with such recommendations as he may care to offer for the approval of the Board, for the performance of which he shall receive the sum of $15,000.00 per year, to be paid in monthly installments, and $100.00 per week, incidental expenses, and he shall be given the privilege of a vacation of two weeks each year, the same to be of one duration or at intervals, and at such time the Assistant Secretary shall take charge of the General Office.

Sec. 19. The General Secretary-Treasurer shall cause to be issued from his office a monthly Journal, in magazine form. Said Journal to be edited and managed by him, under direction of the General Executive Board.

Sec. 20. Each Local Union shall elect a correspondent to the official Journal, whose duty it shall be to correspond regularly once a month with the General Secretary-Treasurer on such matters as are submitted to him by members of their Local and such other matters as he may deem of interest to the general membership.

Sec. 21. All matter that goes before the General Executive Board for their action, together with their votes and such other matter that is of importance to the different affiliated unions, shall be published in our official Journal if permissible. All necessary improvements and extensions to be controlled by the General Secretary-Treasurer and General Executive Board.

Sec. 22. The duties of the Assistant Secretary shall be to assist the General Secretary-Treasurer assuming the work assigned to him by the General

Secretary-Treasurer, under whose direction and supervision he shall be. He will also be subject to any special duties as Organizer when assigned by the General President with the consent of the General Secretary-Treasurer and the General Executive Board. He shall be allowed hotel and incidental expenses the same as any other General Organizer while working in that capacity and his salary shall be $11,250 a year payable in monthly installments, and $50.00 per week incidental expenses.

Sec. 23. The General Executive Board shall consist of six Vice-Presidents, allotted to the following districts:

One from the Northern District—Iowa, Illinois, Wisconsin, Michigan, Minnesota.

One from the Eastern District—New York, New Jersey, Massachusetts, Connecticut, Vermont, Maine, New Hampshire, Delaware and Rhode Island.

One from the Southern District—North Carolina, Virginia, West Virginia, South Carolina, Georgia, Florida, Alabama, Tennessee, Mississippi, Louisiana, Texas, Maryland, Cuba, Porto Rico, and the District of Columbia.

One from the Western District—North Dakota, South Dakota, Wyoming, Montana, Colorado, Idaho, New Mexico, Washington, Oregon, California, Nevada, Utah, Arizona, Oklahoma, and Territory of Hawaii.

One from the Central District—Indiana, Ohio, Nebraska, Kansas, Pennsylvania, Arkansas, Kentucky and Missouri.

One from the Canadian District—Dominion of Canada and Alaska.

Sec. 24. The General Executive Board shall have full discretionary power over all things connected with the Association between conventions (except decisions made at conventions), and they shall furnish each convention with a detailed report of all proceedings of said Board, and shall not be allowed to audit the accounts of the General Office.

Sec. 25. Any decision made by the General Executive Board shall be subject to appeal to the following convention if so desired within sixty days after notification of decision. But the decision shall be and remain effective for all purposes during the pendency of any such appeal, and until the following convention decides the appeal or otherwise determines and directs.

Sec. 26. Decisions made by a convention shall not be changed between conventions, except by a referendum vote.

Sec. 27. The General Executive Board shall meet at the close of each convention to organize and take up all propositions referred to them by the convention and they shall at this time allot the expense account of the delegates to the various conventions, departments and conferences of the American Federation of Labor and such other committees as are necessary for the conduction of the business of the United Association. They shall be empowered to meet at any time during the interval between conventions that the majority of the Board deem necessary for the welfare of the United Association. They shall meet at the General Office and all necessary expenses for such meetings shall be paid by the General Secretary-Treasurer. The General Executive Board shall carefully examine and pass upon all appeals for aid and assessments, and if approved shall direct the Secretary to issue same to the Local Unions of this Association. All moneys to be received and disbursed by the direction of the Board and an account of receipts and disbursements to be kept by the General Secretary-Treasurer. The General Executive Board shall regulate all seals or protective designs that may be adopted and shall hereafter upon application prepare suitable protective designs to be distributed to the members of the United Association in such form as will be of service in protecting the labor of the members of the United Association and shall prescribe such rules and regulations as it may deem necessary for use of the same. They shall receive for their services a salary of $1,000.00 (one thousand dollars) per annum. The General Executive Board while in session shall receive the same expense money as the Executive Officers. The General Officers of the United Association as represented by the General President, General Secretary-Treasurer, Assistant Secretary, members of the General Executive Board and General Organizers shall have all privileges and rights of a delegate at all International Conventions of the United Association, except the privilege of voting. They shall, however, be entitled to vote only if they are elected as delegates.

Sec. 28. No funeral expenses of General Officers shall be paid from the General funds without the consent of the Locals of the United Association, except where an officer or a representative of the U. A. is taken sick or dies away from home in the interests of the U. A., then the General Executive Board is empowered and is hereby in-

structed to take charge of the arrangements and pay all necessary expenses to place the said officer or said representative in his home.

Removal of Executive Board Members for Failure to Vote

Sec. 29. When the General Executive Board does not act on matters referred to them in one week's time after notification, the President and Secretary shall take such action as they see fit for the best interest of the United Association with a view of removing said member of the Board, provided, however, that the neglect has not been caused by sickness or other just cause.

Organizers

Sec. 30. The General President shall compose districts to be known as Organizers' Districts; and to each district one or more Organizers shall be assigned by the General President, to assume his duties therein until assigned to another district by the General President. Two General Organizers shall be assigned to the Canadian district who shall be citizens of Canada. The General Organizers of this Association shall be under the supervision of the General President, assisted by the General Secretary-Treasurer, and they shall have the authority and power to suspend and reorganize Local Unions when directed by and with the consent of the General President. They shall, when not otherwise engaged, prepare an itinerary of the Local Unions situated in their district, so as to avoid any unnecessary travels, including therein such unorganized towns whose importance would warrant a Local Union of the United Association.

Sec. 31. Previous to their arrival, they shall have notified Secretaries of Local Unions of their coming and instruct the Secretaries to call a meeting (special or regular as the case may be) and instructions shall there be given as to the nature of the services required, but in no case shall the organizers devote any time, assistance or attention, to the individual interests or benefits of any member. During meetings of the General Executive Board the Organizers will continue in their districts unless requested to be at such meetings by the President.

Sec. 32. They shall furnish monthly to the General President a detailed report of the business transacted, and shall make such recommendations

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as in their judgment may be required for the welfare of the United Association and its Local Unions.

Sec. 33. All regular Organizers shall be allowed $20.00 per day for hotel and $25.00 per week for incidental expense. They shall also be allowed their railroad fare and such other miscellaneous expense as may be incurred in the discharge of their duties. Organizers shall make a report once a month of all their expenses upon blanks furnished by the General Secretary-Treasurer.

Sec. 34. Should an emergency arise, by direction of the General President, the Organizers shall cancel dates previously made and proceed as directed. They shall receive for their services the sum of $9,000.00 per annum, to be paid in monthly installments. They shall furnish a pre-Convention report to the General Officers, with recommendations, and said report must be received at the General Office at least three months prior to the Convention.

Sec. 35. Each Organizer shall have a commission, signed by the President and Secretary, and no member, except an officer of the United Association can act as an organizer without such commission. All commissions shall expire on the first of October, or sooner if so desired by the President and Secretary. The following is the form of commission:

General Offices of the

United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada

Composed of Journeymen and Apprentices, who have jurisdiction over every branch of the Plumbing and Pipe Fitting Industry. Affiliated with the American Federation of Labor, Building and Construction Trades Department, Metal Trades Department, Railway Department, Union Label Trades Department, Dominion Trades and Labor Congress of Canada.

The Ring Building
Washington, D. C.

To Whom It May Concern: This is to Certify that _____ is hereby duly authorized and legally commissioned to act as _____ for the district of United States and Canada, with full power and authority to found and install Local and State Associations under the jurisdiction of the United Association,

and with power to suspend or expel any such Associations or Local Unions for violation of the Constitution, rules and established customs of the United Association and to obligate and initiate members and install officers in accordance with the laws of the trade or calling of which the Union is composed. Each Organizer shall have during the life of his commission all of the power and duties therein recited. This Commission to remain in full force and operation from ..... to ..... unless revoked previous to the expiration of said term.

Given under our hand and seal by approval and direction of the General Executive Board of the United Association, this ..... day of .....

.....
General President

.....
General Secretary-Treasurer

Sec. 36. The General President shall prescribe such rules, subject to the approval of the General Executive Board for the guidance and instruction of organizers as from time to time shall be deemed necessary. The General Secretary-Treasurer shall forward all supplies for new Locals to the official organizer for that district, who shall deliver the same to the Local when organized.

Sec. 37. For any neglect of duty the commission of an Organizer may be suspended by the General President and such Organizer shall stand suspended pending his appeal if he so desires to the General Executive Board, who shall ascertain all the facts in the case, and whose findings shall be final. Said Organizer may appeal to the next United Association Convention, but in the interim his commission stands revoked, and the General Executive Board shall, in the event of the suspension, select a member of the United Association to fill his unexpired term.

Sec. 38. When Locals desire the services of an Organizer they must give full information of the need of his services to the General President, who shall give his judgment as to the advisability of the request at the time.

Election of General Officers

Sec. 39. Any member of the United Association, provided he has been a continuous good standing member, for not less than one year prior to election, shall be eligible to any office in the Association.

Sec. 40. The election of general officers of the United Association shall take place at the quadrennial convention. An absolute majority of all votes cast being necessary to an election. Should no candidate receive a majority of all votes cast upon the first ballot, then there shall be a new ballot taken, and all candidates shall be dropped from the list, except the one who received the highest number of votes and the one receiving the next highest number of votes. All officers so elected shall take office on January 1, following.

Vacancy in Office—How Filled

Sec. 41. When a vacancy in any of the general offices occur, the General President and General Secretary-Treasurer shall, within seven days, notify the General Executive Board concerning the vacancy, and they shall by ballot elect a successor to the office thus vacated for the unexpired term.

Pension of General Officers

Sec. 42. All elected or appointed full time salaried General Officers of the United Association who become incapacitated and forced into retirement because of illness or old age, after 20 years service to the United Association, shall be paid 20 per cent of the salary received by them at the time of such incapacitations and for its duration. When, in the opinion of the General President, any General Officer, after 20 years' service, becomes incapacitated to the extent of being unable to properly fulfill the duties of his office, the General President may recommend such Officer's retirement under this plan, with the approval of the General Executive Board.

Impeachment

Sec. 43. The officer or officers of the United Association who violate the constitution or laws of the United Association, or who are negligent in their duties as officers of the United Association, can, upon action of any Local Union in good standing, if seconded by 20 per cent of the membership of the United Association, be impeached, and after having had an impartial trial by the General Executive Board, and found guilty by that body, be removed from their respective office. The officer or officers impeached, or the Unions who preferred the charges when not satisfied with the

result of the trial can appeal to the general vote of the members. The decision of the members on the general vote to be final. The General Executive Board may, upon sufficient proof being introduced, suspend such officer or officers pending the referendum herein contained. The officer thus suspended shall give Power of Attorney to his successor, who shall be appointed by the General Executive Board pending the vote by referendum to which his case may be appealed.

Conventions

Sec. 44. Conventions of the United Association shall be held quadrennially in the cities designated by the General Executive Board on the 2nd Monday in September. Between the first and the fifteenth of November in the third year following the convention of the United Association the General Secretary-Treasurer shall send to all Local Unions of the United Association a circular letter instructing them to take a referendum vote on this question: "Shall the United Association hold a convention the coming year?" The question shall then be open for discussion in the columns of the Journal and a vote on the question shall be taken by all Local Unions and forwarded to the General Secretary-Treasurer on or before March 15th following. The result of this vote shall be published in the next issue of the Journal following. If the canvass of the vote shows that the majority of the members voting are not in favor of holding a convention, then no convention shall be held and the same proceedings shall be taken each year until an affirmative vote shall be had. No convention vote shall be had until fifty-five (55) per cent of the good standing membership vote and a majority of said fifty-five (55) per cent shall be required to carry same.

Sec. 45. The basis of representation of delegates to each convention shall be one delegate for each Local Union, provided that said Local Union shall have not less than twenty (20) members in good standing for three (3) consecutive months previous to convention, and one delegate for each additional one hundred (100) members. Local Unions, whether Building and Construction Trades Local Unions or a Metal Trades Local Union, or a Combination Local Union, having less than twenty (20) members, may combine with the nearest Local Union and such Locals combining shall have not less than twenty (20)

members in good standing for three (3) consecutive months prior to the convention. No Local Union shall be entitled to representation at conventions of the United Association until it has been affiliated at least one year previous to the convention.

Sec. 46. Basis of representation of members to be determined by index cards at General Office as paid to June 30 prior to the convention.

Sec. 47. Each delegate shall be entitled to one vote (this to include State Association delegates also). Delegates of Local Unions representing more than twenty members shall be entitled to one additional vote for every 100 members in excess of that number. Votes of Unions having more than one delegate shall be equally divided among such delegates.

Sec. 48. No member shall be eligible as a delegate or alternate unless he shall have been a member of the United Association for at least one year, and a good standing member of the Local Union which he is to represent for at least six months continuously previous to his election.

Sec. 49. Nomination of delegates to a convention shall be made by the Local Unions at least two weeks prior to election and the credential of the delegate and alternate shall be at the General Office sixty days prior to the date on which convention will be held.

Sec. 50. Election of delegates to the Convention. The Local Union at the time of electing delegates shall also elect alternates to serve in case of disability of the regular delegate. The candidates receiving the highest number of votes shall be the delegates. The candidates receiving the next nearest vote approaching an election shall act as alternate in case of disability of the delegate. The Recording Secretary of each Local Union shall immediately after the election of the delegate, or delegates, notify the General Secretary-Treasurer, giving names, card numbers and addresses of the members elected, and the General Secretary-Treasurer shall submit same to the Credentials Committee of the United Association.

General Officers' Convention Report—Introduction of Resolutions and Amendments by Local Unions

Sec. 51. The General Executive Board with the General President and General Secretary-Treasurer shall make a convention report for all the General

Officers of the United Association. The General Organizers shall submit their recommendations to the General Office at least three months prior to the convention.

Sec. 52. All resolutions and amendments submitted for consideration by delegates shall be approved by his Local Union and sent to General Office at least 30 days before the date set for the convention, and no resolution or amendment otherwise submitted shall be considered by the convention unless by authority of a two-thirds vote of the delegates.

Delegates' Expenses—How Paid

Sec. 53. The expense of delegates to United Association Conventions shall be defrayed from the convention fund of the United Association upon the following basis: Each delegate shall be paid $10.00 per day for expenses and the standard rate of wages paid in his home town and transportation rates by the shortest route. No other appropriation from the general fund shall be made in favor of delegates.

Sec. 54. Within a month prior to the date upon which a convention is to convene, the General Secretary-Treasurer shall cause to have a sufficient amount of money paid in advance to delegates, which amount of money will be charged as delegates' expense, and shall amount to sufficient to pay the expense of the delegate or delegates in accordance with the allowance heretofore specified to the last day of the convention. An expense committee shall be appointed by the President during the convention, whose duty it shall be to estimate and recommend to the convention the proper amount to be allowed each delegate for transportation and each day's expense in accordance with previous section.

If any money shall be due any delegate or delegates according to the report of the committee, as adopted by the convention, said amount shall be advanced by the General Secretary-Treasurer.

Special Conventions—How Called

Sec. 55. Any Local Union in good standing may propose the holding of a Special Convention of the U. A. By a majority vote of the Local they will adopt a written proposition not to contain more than five hundred words setting forth their reasons for such convention and forward same to the General Executive Board through the General

Secretary-Treasurer of the U. A. The General Secretary-Treasurer shall immediately forward the said proposition to all Locals of the U. A., asking them to take a vote of their Local Unions endorsing or rejecting the proposition of holding a convention on a date specified. If within sixty days from date of sending the above proposition out to the Locals, 25 per cent of the general membership endorse the same, then the General Secretary-Treasurer shall immediately send to all Local Unions the necessary ballot to take a general vote on the question, "Will the U. A. hold a special convention on the date specified?"

Each Local Union shall vote by secret ballot (yes or no) on the proposition to hold or not to hold a convention on the date specified, and shall immediately make returns of vote cast for and against by the members actually present and voting secretly.

Sec. 56. The General Secretary-Treasurer shall compile and publish the returns in the Journal, and it shall require a two-thirds majority of all votes cast to carry the proposition, and no proposition to hold a special convention shall be considered adopted if less than 55 per cent of the good standing membership vote.

Referendum Amendments

Sec. 57. Any Local Union may by a majority of vote propose an amendment to this Constitution, such proposed amendment shall be published in the official Journal, where arguments may be made for or against it for at least three issues. If, within sixty days from date of first publication of proposed amendment 25 per cent of total good standing membership of the U. A. endorse the same, the amendment shall be submitted by the General Secretary-Treasurer for a general vote of the entire membership at the next regular meeting night. Each Local Union shall vote by secret ballot (yes or no) on the amendment as submitted and shall immediately make returns of vote actually present and voting secretly.

Sec. 58. The General Secretary-Treasurer shall compile and publish the returns in the Journal, and it shall require 55 per cent majority of the members voting to carry an amendment, and no amendment shall be considered adopted if less than 55 per cent of the total membership vote. Amendments so adopted shall take effect upon their passage or as specified in the amendment.

General Fund

Sec. 59. Whenever the funds of the United Association shall fall below the sum of $2.00 per capita, the General Executive Board shall levy an assessment on each member to replenish the same.

Sec. 60. The funds of the United Association shall consist of 50 per cent of all $20.00 initiation fees, $2.00 monthly dues, $1.00 reinstatements, $5.00 reinstatements and entire amount of $3.00 charter fees on each charter member, together with sum total of all United Association assessments levied by the General Executive Board, also the total amount of $2.00 for renewal of withdrawal cards. Raised dues, initiation fees and assessments imposed by Local Unions for non-attendance at regular meetings and assessments imposed for failure to do committee work or attend authorized meetings in the interest of the Local Union, shall be placed in the Local funds; said assessments to be a minimum of 50 cents and maximum of $5.00 for any one offense.

Sec. 61. When assessments are levied by the General Executive Board on the General Membership, Local Unions shall collect and forward the entire amount within the date specified: for failure to collect same, they shall stand suspended after due notification by the General Secretary-Treasurer until the same has been collected and properly reported upon.

Sec. 62. Local Unions collecting money as dues, assessments, etc., from any member indebted to a sister Local may collect 10 per cent in addition. The same to be held by the Local Union making such collection as a collection fee.

Sec. 63. Whenever it can be shown that any Local Union has made no attempt to collect due or assessments, then such Locals refusing shall be assessed $5.00 for the first offense, $10.00 for the second, and in the third case shall stand suspended from the United Association, and all money derived from this source shall be entered on the general income account of the United Association.

Reserve Fund

Sec. 64. When the receipts to the General Fund will permit, 10 per cent of such receipts shall be placed in a Reserve Fund and invested in safe securities. The principal and interest of which shall be used when necessary to replenish the General Fund and to be used also for Convention

expenses. The transfer of expenditure of such fund must receive the consent of the General Executive Board.

The funds of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada shall be invested only in United States Government Bonds or Notes, State and Municipal Bonds, supported by the general income of the State or municipalities, Bonds of the Government of the Dominion of Canada and such other investments that would be approved by the Probate Court of the District of Columbia as being suitable for guardian or trustee funds.

Moneys to General Office

Sec. 65. Each Local Union shall forward to the General Office, immediately after the adjournment of the regular meeting night 50 per cent of all monthly $2.00 dues; $1.00 reinstatement stamps; $5.00 reinstatement stamps and $20.00 initiation fees and the sum total of all $2.00 withdrawal renewals and U. A. assessments, with the original report blanks furnished by the General Office, same to be countersigned by the President and Financial Secretary of the Local Union with seal attached, duplicate blanks to be retained by the Local Union.

Sec. 66. Any Local Union failing to report to the General Secretary-Treasurer within ten days after the regular meeting night shall be notified by the General Secretary-Treasurer to do so, and failing to comply within ten days from such notification they shall stand suspended from all benefits, the same to be published in the following issue of the official Journal.

MONETARY BENEFITS

Death Benefits

Sec. 67. On proof of death of any member in good standing who shall have been a member for at least six months, continuously previous to his death or who shall have been by agreement, admitted as full financial members, a benefit of $150.00 shall be paid to his beneficiaries and should none exist at demise of said member, the said benefit shall be expended as the Local Union may direct.

Sec. 68. When becoming a member of the U. A. each member shall designate the person to whom

the aforesaid benefit money shall be paid, and upon blanks furnished by the General Secretary-Treasurer to the Local Unions, but in case any member shall fail to designate by will or otherwise, to whom said sum shall be paid, the sum above mentioned shall be paid to the heirs at law.

Sec. 69. Members of the United Association who have been in good standing for a period of five years shall be entitled to a death benefit of $200.00; for ten years, $300.00; for twenty years, $400.00; for twenty-five years, $500.00; for thirty years, $800.00; for thirty-five years, $1,000.00. Suspended members who have been reinstated as provided in Section 177, shall be classed as continuous in these benefits, but not reinitiated, expelled or withdrawn members.

Sec. 70. The General Secretary-Treasurer shall publish the names, ages and causes of death of the members who die, and on whose account the death benefit has been paid, together with the amounts paid.

Sec. 71. Upon the death of any member entitled to death benefit, the Secretary of the Local Union shall at once notify the General Secretary-Treasurer giving a full record of the membership of such member, as far as can be obtained from the books of such Local Union. The General Secretary-Treasurer shall compare such record with the records of the International Office, and notify the Local Union of his findings and shall pay the death benefit to the beneficiaries in accordance with the Constitution.

Continuous Sick Members

Sec. 72. Sick benefits are payable only to those members in good financial standing who have been on the sick list and receiving sick benefits, continuously, for the last three years and over, dating back from June 30, 1938, and until the period that they have recovered from the said illness, after which no further sick benefits are payable which is in accordance with the provisions of the Convention Referendum vote, ending March 31, 1939, which referendum vote also abolished entirely the payment of all other sick benefits. The payment of these continuous sick benefits will be governed in accordance with the provisions of the Constitution and By-Laws on Sick Benefits, Sec. 72, to and including Sec. 82, in effect up to March 31, 1939.

65

Strikes and Lockouts

Sec. 73. The United Association guarantees its moral and financial support to all its members in difficulties which may arise between them and their employers, or in the interest of the United Association.

The first week's benefit shall be payable at and after the expiration of fourteen days.

Seven days shall constitute a week, regardless of the day of the week the trouble starts.

The assistance shall be as follows: $10.00 per week for sixteen weeks, after the first week; but no strike benefit shall be paid for the first week, or fraction of any week.

In the event that a striker secures work, and is discharged within fourteen days, he shall be entitled to his further benefit. Should he, however, lose his employment after the above specified time, he shall not be entitled to any further strike benefit.

No member of the United Association shall be entitled to any strike benefit unless he is a member in good standing for at least three months prior to the strike.

The same assistance shall accrue to such members who may in consequence of having carried out orders of their Union, be discharged by their employer.

The Local Union under whose jurisdiction such discharge of a member has taken place, shall submit a verified report of facts to the General Executive Board, for decision.

Three signatures of officers of the Local Union shall verify such report.

The benefits shall begin if the General Executive Board recognizes the facts as presented, from the day of the discharge of such member from employment.

The General Secretary-Treasurer shall furnish the Local Union with strike, lockout, and victimization application blanks.

No benefits shall be paid because of sympathetic strikes or lockouts in the interest of other trades.

No strike benefits shall be paid to any members while they are actually employed and earning wages.

Note.—The constitutional meaning and intent of Section 73 regarding the 14 days is that it refers to two calendar weeks of 14 days and if a member works the full regular working days in those

two calendar weeks of 14 days he is not entitled to any strike benefits thereafter.

Sec. 74. When a strike or lockout is not ended or settled within the benefit period as named above, further financial aid may be granted to the Local Union or Unions involved if in the judgment of the General Executive Board such financial aid would be of benefit in bringing about the satisfactory settlement of the strike or lockout. The financial aid may be an extension of the weekly benefit to the members on strike or may be in the form of a certain amount of money, this to be decided by the General Executive Board as to which form the financial aid may take. Such further financial aid will be under the direct supervision of the general organizer in the district.

Sec. 75. All strike and lockout applications shall be referred to the General Organizer in the district, who shall be required to make a thorough investigation and report to the General Executive Board, for their approval or disapproval. They, in conjunction with the General Secretary-Treasurer, shall carefully consider such applications with regard to chances of success in the proposed strike or lockout, justice of demands and finances liable to be involved. The decision of the General Executive Board shall be final and binding.

Sec. 76. The General Executive Board shall comply with Section 75 of the Constitution before deciding on any strike or lockout application that may be made to the General Secretary-Treasurer. The Local Union involved shall be notified as soon as possible whether the application has been approved or disapproved. In the event of disapproval such Local Union shall in no manner be entitled to any strike or lockout benefits.

Application to Strike

Sec. 77. Local Unions making application to strike, shall, if for an increase state the wages paid, and how much demanded, if against a reduction, the wages paid and how much the reduction will amount to. They shall report to the General Secretary-Treasurer the length of time organized, the number of members in the Union when the application was made, the number of members employed and unemployed. All applications for strike or lockout shall be read at a regular or special meeting of the Union making

application, and the Union shall report the number of members voting in the affirmative and negative on all questions of strike, which vote must be taken by secret ballot, and Sections 79 and 81 of this constitution must be strictly observed or strike shall be declared not legal and special endeavor must be made by all Locals to restrict the number of apprentices and establish the eight hours in their localities. The General Executive Board shall favor those strike applications which call for an eight hour day and Saturday holiday on all building work in preference to all other demands.

Sec. 78. Local Unions making false statements in their application shall be assessed the sum of $25.00. Same to be remitted to the General Office.

Sec. 79. No member of the Local Union wishing to go on strike will be allowed to vote upon application to strike unless he has been a member of said Local for six months previous to said application being voted upon.

Sec. 80. It shall require a majority vote of the General Executive Board, to approve any strike application.

Sec. 81. Every difficulty shall be referred at once by the General Secretary-Treasurer to the General Executive Board for recommendation, except for the immediate adjustment of any Local trouble. Any Local Union may declare a strike not to exceed 10 per cent of its membership, provided the strikes are in the interest of the U. A. The expense of said strike, if any, shall be borne by said Local until such time as the General Executive Board shall take favorable action. No strike, lockout or other difficulty shall be considered legal unless approved by a two-thirds majority vote of all members of Local Union voting by secret ballot. Any strike or lockout may be declared off by a majority vote of the Local Union involved.

Sympathetic Strike Within the Association

Sec. 82. When the approval of the General Executive Board is obtained for a strike in any particular shop or job, it shall signify that the employer has become unfair throughout the entire jurisdiction of the United Association, and all members are debarred from working for such employer, either directly or indirectly, until the matter in dispute has been adjusted. Any Local Union allowing its members to work for such

employer, shall, after due notice, be suspended by the General Executive Board, and shall not be reinstated until the Constitution has been complied with.

Second Application to Strike

Sec. 83. Unions whose application to strike was not approved shall have no right to make a second application pertaining to the same case for a period of three months, dating from the rejection of the first application, and no member or Union shall be considered on strike unless said strike shall have been approved by the proper authorities in accordance with the Constitution and laws of United Association.

Strike Reports

Sec. 84. The Secretary of any Local Union on strike shall furnish the General Secretary-Treasurer weekly a complete report of the strike, signed by the President and full strike committee, itemizing expenditures and report such other facts as may be provided for on blanks furnished by the General Secretary-Treasurer, for non-compliance with this section, after due notification, further aid shall be discontinued at the discretion of the General Secretary-Treasurer.

Sec. 85. When strike or lockout benefits are to be paid, the General Secretary-Treasurer shall furnish the Local Union a duplicate book and the treasurer will receipt for all moneys and pay out the same, he will send the original sheet containing his disbursements to the General Office and keep the duplicate in his possession. The strike committee will not handle the strike benefits.

Lockouts

Sec. 86. A declaration on the part of an employer, or combination of employers to the effect that our members must cease their connection with their Union or quit work, or any combination entered into by a number of employers for the purpose of throwing our members out of employment, without any cause or action on their part shall be deemed a lockout. In case a lockout is reported to the General Secretary-Treasurer he shall take steps to obtain satisfactory proof that the difficulty is a bona fide lockout as defined in this section.

Sec. 87. When a lockout shall occur, the application to resist having been approved by the

proper authorities of the United Association, the assistance shall be the same as the strike benefit.

Sec. 88. The General Executive Board shall be empowered to appoint one or two members of the U. A. with instructions to arbitrate in conjunction with a committee of the Local Union any difficulty affecting the members. Should the terms of settlement not be agreeable to the Union involved, but approved by the arbitrators appointed, the General Executive Board shall have power to submit said terms to a vote of the Local Unions of the U. A. If approved by a general vote of the Locals, the settlement shall be binding upon all members of the United Association.

Sec. 89. In localities where a lockout or strike is threatened by a combination of employers, the General Executive Board shall be empowered to investigate and arbitrate with the employers for the removal of the cause that prevents an amicable adjustment.

Sec. 90. Locals on strike or lockout shall have power to reject all clearance cards, provided said strike or lockout has been approved by the United Association. They may also refuse to accept the card of any member who took his clearance card out of that Local within a period of thirty days prior to the strike or lockout, or during the strike or lockout.

Sec. 91. No member of the United Association can be suspended during strike or lockout, but on going back to work he shall pay 15 per cent of his wages until all dues and assessments have been paid.

Supplies

Sec. 92. The United Association shall furnish free of charge to all Local Unions in good standing all the necessary supplies with which to conduct their business, such as due stamps, charters, seals, constitutions, application blanks, letterheads, envelopes, clearance cards, rituals, Recording and Financial Secretaries' books, etc., and said supplies shall remain the property of the United Association and any Local Union shall be required to return all of said supplies in their possession to the General President or his authorized representative upon request. When Local Unions are compelled to pay duty on any supplies furnished by the United Association the amount so paid shall be refunded by the United Association. The General Secretary-Treasurer to regulate the amounts of supplies sent to Local Unions.

Journal

Sec. 93. The subscription of the Official Journal, exclusive of members of the United Association, shall be one dollar per year. The Official Journal shall be furnished free of charge to the members of the United Association.

The Journal is to be edited and managed by the General Secretary-Treasurer under the direction of the General Executive Board.

Charters—Local Unions

Sec. 94. The United Association shall issue charters to three classes of Local Unions: Building and Construction Trades Local Unions, Metal Trades Local Unions and Combination Local Unions.

Sec. 94 (a). Building and Construction Trades Local Unions.

Membership in a Building and Construction Trades Local Union shall be composed of journeymen and apprentices qualified and eligible to work under the jurisdiction of the Building and Construction Trades Department of the A. F. of L.

Sec. 94 (b). Metal Trades Local Unions.

Membership in a Metal Trades Local Union shall be open to all journeymen and apprentices working in any or all branches of the plumbing and pipe fitting industry pertaining to manufacturing, production, marine work, railroad work, and all other types of work coming under the jurisdiction of the Metal Trades Department of the A. F. of L.

Sec. 94 (c). Combination Local Unions.

Membership of a Combination Local Union shall consist of qualified journeymen and apprentices eligible for membership in the jurisdiction of a Building and Construction Trades Local Union, and journeymen and apprentices eligible for membership in a Metal Trades Local Union.

Sec. 94 (d). Eligibility.

A journeyman member of the Building and Construction Trades Local Union may obtain work in jurisdiction of a Metal Trades Local Union, and shall be eligible for membership in a Metal Trades Local Union, but a journeyman member of a Metal Trades Local Union shall not be eligible for membership in a Building and Construction Trades Local Union or in a Building and Construction Trades Branch of a Combination Local Union until

he qualifies under the conditions of Section 94 (f) of this Constitution.

Sec. 94 (e). Initiation Fee.

The initiation fee for membership in a Metal Trades Local Union, or the Metal Trades Branch of a Combination Local Union shall be a maximum of $20.00 except in plants where closed shop contracts exist. In this case the Local Union shall have the privilege to set its initiation fee, with the approval of the General Officers and the General Executive Board.

Sec. 94 (f). Transfer by Journeyman Member from Metal Trades Local Union to Building and Construction Trades Local Union.

A journeyman member of a Metal Trades Local Union shall be eligible to transfer his membership to a Building and Construction Trades Local Union provided that the applicant-member has the following qualifications:

1. That he has had at least five (5) years actual, practical working experience in the plumbing and pipe fitting industry, and

2. That he has been a member of a Metal Trades Local Union or a Metal Trades Branch of a Combination Local Union of the United Association for at least three (3) years, and

3. That he is of good moral character, and

4. That he passes a satisfactory examination as to his skill and ability as a Building and Construction Trades journeyman, conducted by the examining committee of the Building and Construction Trades Local Union or the Building and Construction Trades Branch of a Combination Local Union, and

5. That he shall pay the difference, if any, between the established initiation fee of the Metal Trades Local Union or Branch and initiation fee established by the Building and Construction Trades Local Union or Branch at the time of his initiation into the United Association.

Sec. 94 (g). Charters shall not be issued for a Building and Construction Trades Local Union or for a Metal Trades Local Union or a Combination Local Union, in any city or town, unless there are at least eight (8) qualifying journeymen who make application for a charter. The application shall state the type and kind of Local Union to be chartered—whether it shall be a Building and Construction Trades Local Union, a Metal Trades Local Union, or a Combination Local Union. The

names of the applicants shall be forwarded to the General Secretary-Treasurer who shall check such names from the records in the General Office and with the Local Unions in whose jurisdiction such applicants were formerly employed. The General Secretary-Treasurer shall furnish the necessary supplies without reference to the Executive Board. The charter fee for each member shall be $3.00, the entire amount to be sent to the General Secretary-Treasurer.

A charter shall be issued to be known as Journeymen and Apprentices of Road Locals No. 669 of the United States and 379 of Canada, and this charter shall be held by and in the name of the General Officers of the United Association. All affairs of the Locals shall be administered by the General Officers of the United Association and all applications of new members, application fees, and charter fees, dues, and the other fees shall be directed to the General Officers of the United Association. The General Officers of the United Association will act as the representative of these members and shall conduct all business including negotiations and they shall sign all contracts in behalf of the Journeymen and Apprentices of Road Locals No. 669 of the United States and 379 of Canada.

Upon the submission of the proper application by a local group of Journeymen and Apprentices of the Road Local Unions 669 of the United States and 379 of Canada, and after investigation, the General Officers of the United Association may issue a charter for a Local Union to the applicants. They shall be entitled to conduct themselves as a full autonomous Local Union.

Sec. 95. In cities and towns where there is a Combination Local Union either branch of the Combination Local Union may be granted a separate charter for its particular branch upon application of two-thirds of the membership of the entire Combination Local Union and who have been members of said Local Union for at least six months previous to the application and the granting of such separate charter shall be subject to the approval of the General Officers.

Union Label and Its Use

Sec. 96.

1. The United Association shall adopt a Union Label, as authorized and approved by the General Executive Board.

2. The General Officers shall enact rules and regulations for the use of said Union Label by certain qualified pipe manufacturers and/or employers.
3. The right and privilege of using the Union Label of the United Association shall not be granted to an employer unless that employer signs a uniform union label agreement providing for the privilege and for the use of said Union Label upon terms and conditions as set forth in said uniform union label agreement.
4. Before the use of the Union Label may be granted to any employer, such employer must be a party to the United Association's national and/or the United Association's Local Union Agreement, and must agree to pay the Building Trades Journeyman's scale of wages to all journeymen members in his employ, or employed in fabricating and assembling, and further agrees that when journeymen are employed on construction projects that he will pay the prevailing journeyman's wage where the construction job is being done, as provided for in the United Association's national or the United Association's Local Union Agreement.
5. Labels shall not be used by any employer in any plant or shop other than the one named in said agreement.
6. The Union Label must not be used on any pipe or pipe formations, or fabricated or processed pipe or pipe work, or fittings or fixtures where any portion of the fabrication, preparation or processing of the pipe for installation is done by non-union labor. All such fabrication, processing or preparation of any pipe or pipe work or fixtures must be done in the plant, shop or establishment of the said employer or on the job site by journeymen members of the United Association.
7. Every employer under the uniform union label agreement with the United Association shall have a shop steward or foreman, and it shall be the duty of the shop steward or shop foreman to see and be responsible for the Union Label being placed on all piping, pipe fittings, fixtures and equipment that are fabricated or processed in said plant, shop or establishment. The Union Label must be applied to the piping or pipefittings, fixtures and equipment in the plant, shop or establishment where

fabricated or processed, and said label must at no time be removed.

8. A valid Union Label of the United Association shall have the name and address of the employer and the Local Union printed on said label.
9. It shall be the duty of every Local Union, District Council, and members of the United Association to make it generally known to the entire membership of the United Association that all piping, pipe fittings, fixtures and equipment fabricated and processed in a plant, shop or establishment away from the job site shall be prepared by only members of the United Association and shall be installed by U. A. members.
10. The General President and General Secretary-Treasurer shall have the right and authority to cancel or revoke the employer's use of the Union Label for any violation or breach of the terms of the uniform union label agreement or for any other just cause.

Local Unions: Officers and Their Duties

Sec. 97. Each Local Union shall elect a President, Vice-President, Recording Secretary, Financial Secretary, Treasurer, Inside Guard, Executive Board of five members, and a Finance Committee of three members. A Building and Construction Trades Local Union and Combination Local Union shall also elect an Examining Board to examine and qualify all journeymen for membership and work in the Building and Construction Trades Industry. Each Local Union of the United Association has the right to elect one or more of their own members as Business Agent or Business Manager, and when they are elected they shall be considered as an Officer of the Local Union.

Sec. 98. The President shall preside over all meetings and conduct the same in conformity with rules of order and common sense. He shall have a general supervisory control over all matters pertaining to the welfare of the Local Union. The President shall be ex-officio over all committees.

Sec. 99. The Vice-President shall be chairman of of the Local executive board and have supervision over all members entering the assembly room and upon a member presenting his due book in good standing he will give him the password. He shall also have supervision over all members departing

from the room; assist the President to keep order during meetings, and in the absence of the President will assume the chair.

Sec. 100. The Business Agent and/or Business Manager meets in daily contact with the public and with employer, becoming the Trustee of the welfare of the members of the Local Union. It is his solemn duty and obligation to vigilantly protect the trade jurisdiction of the United Association in the Plumbing and Pipe Fitting Industry of his locality; also to compel employers to observe and respect collective bargaining Agreements, adjusting all grievances between members of his Local Union and their employers with justice and fairness, as well as fostering and promoting employment for the members of the Local Union.

Sec. 101. The Recording Secretary will keep a correct and intelligent account of all transactions, resolutions and motions and the general business of the local meetings, and any other duties, special or otherwise, that may devolve upon him by action of the Local Union or the United Association. He will answer all communications and keep a copy of all important letters that may be sent out by him.

Sec. 102. The Recording Secretary of each Local Union shall within eight days of the last of each month, forward to the General Secretary-Treasurer a report of the state of trade, wages paid, hours of labor, number of apprentices, system of working, cost of living and all other general conditions of the plumbing and pipe fitting industry in his locality; wages paid not for publication.

Sec. 103. It shall be the duty of the Recording Secretary of each Local Union, immediately after the election of officers to forward to the General Secretary-Treasurer the names and addresses of the officers, upon blanks furnished by the United Association. The names and addresses of the Recording and Financial Secretaries to be published in the Official Journal, classified by States.

Sec. 104. No paper, document or communication issued by Local Unions will be considered valid unless it bears the official seal of said Local Unions.

Sec. 105. The Financial Secretary shall keep a correct account of the financial standing of all members of the Local Union, receipt and account for all moneys received or disbursed by order of the Local Union. He shall immediately upon adjournment of the regular meeting forward to the General Office fifty per cent (50%) of all monthly

$2.00 dues; $1.00 reinstatements, $5.00 reinstatements, $20.00 initiation fees, and the sum total of $2.00 for renewal of withdrawal cards and all U. A. Assessments upon original report blanks furnished by the General Office, with the seal of the Local Union attached, the same to be countersigned by the President, the duplicate blank to be retained in his possession, subject to the inspection of the Finance Committee.

Sec. 106. Within ten (10) days after the last of each month he shall forward to the General Secretary-Treasurer the total number of members at the commencement of the month, the names of new members admitted and former members readmitted, also the names of members who were admitted by or received clearance or withdrawal cards, and the names of members suspended or expelled; same to be countersigned by the President and Financial Secretary.

Verifications by Financial Secretaries

Sec. 107. Immediately after the end of each calendar year the Financial Secretary of the Local Union will receive a verification sheet from the General Secretary-Treasurer of the United Association. This sheet will contain the name, card number and status of each member in the Local Union. The Financial Secretary of the Local Union will check this record with his records, and will notify the General Secretary-Treasurer of any discrepancy. If the General Secretary-Treasurer of the United Association receives no changes or corrections from the Financial Secretary of the Local Union within ninety (90) days after mailing this verification sheet the records in the United Association offices will stand correct and official.

Sec. 108. The Financial Secretary shall issue clearance cards immediately on receipt of full amounts of money due the Local by any member. Failure to send clearance within ten days after receipt of same, he shall be assessed by the General Office not less than $5.00 and not more than $25.00 for each and every offense, and he shall not issue more than one clearance card to any one member under the same date. Upon violation of this rule, he shall be assessed not less than $5.00 for each and every offense.

Sec. 109. The Financial Secretary shall require all members to affix their signatures upon the membership Roll Book, also upon the front page of Due Books and on clearance cards.

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Sec. 110. The office of Financial Secretary and Treasurer may be combined into one office to be known as Financial Secretary-Treasurer if the interests of the Local are benefited thereby.

Sec. 111. The Treasurer shall receipt for all moneys turned over to him by the Financial Secretary at the close of each meeting; pay all bills upon proper vouchers ordered by the Local Union. He shall deposit all money in a bank designated by the Local Executive Board and pay all bills by check. He shall be placed upon bond in some reputable Bonding Company, the bond to be paid for by the Local Union.

Sec. 112. Every Local Union shall elect an Executive Board of five members, which shall include the Vice-President of the Local Union who by virtue of his office shall be a member thereof and Chairman of the Executive Board. They shall meet at least once in every week, and the Local Executive Board shall be empowered to comply with the direction of the General Executive Board of the United Association as provided in these laws.

Sec. 113. The Local Executive Board shall between the meetings of the Local Union have full and complete charge of all business of the Union, may enforce and collect all dues and assessments, if so directed by the General Executive Board of the U. A. and transact such other business as may be necessary for the welfare of the union.

Sec. 114. Every Building and Construction Trades Local Union and Combination Local Union shall elect an Examining Board for the purpose of examining and determining the qualifications of all applicants as Building and Construction Journeymen in said Union, and before said applicant is admitted and initiated as a journeyman member of said Local Union and thereby eligible to work in the jurisdiction of the Building and Construction Department of the A. F. of L., he must pass said examination. A special card, known as an examination card, shall be issued by Building and Construction Trade Local Unions to successful candidates.

Sec. 115. Each Local Union shall elect a Financial Committee of three, one for one year, one for two years, and one for three years, whose duty it shall be to examine the accounts of the Financial Secretary and Treasurer of their respective Unions at the end of every month. They shall examine the bank books and bank accounts and count all money in possession of the Financial Secretary and Treasurer. They shall, if they deem

it necessary, require a bank statement from the cashier of the bank in which the Local moneys are deposited, and they shall report their findings at the first regular meeting in the following month upon duplicate blank reports. When the report is accepted by the Local Union, it shall be countersigned by the President and Financial Secretary under the seal of the Local Union, the original sheet to be forwarded to the General Secretary-Treasurer, the duplicate to be retained by the Local and kept in the possession of the Finance Committee.

Sec. 116. The Finance Committee shall have power to examine the accounts of the different officers any time they deem it necessary to do so, and any officer or member refusing to deliver to such Finance Committee any books, papers, stamps or other matter necessary for such examination, or who shall in any manner harass the Finance Committee in the discharge of their duties, shall be assessed not less than $25.00

Sec. 117. The Inside Guard of each Local Union shall have charge of the door and be under the direct supervision of the Vice-President.

Defaulters

Sec. 118. Any officer or member of any Local Union of the United Association who shall obtain money or benefits under false pretenses, or who shall appropriate any money belonging to the Local Union to his own use after being charged and found guilty under Section 183 (Offenses and Penalties) shall not be eligible to hold any office in any Local Union of the United Association thereafter, and notice of all defalcation and misappropriations of money or benefits shall be forwarded to the General Secretary-Treasurer. Defaulters shall not be entitled to receive any benefits prescribed in this Constitution until their defalcations have been paid in full. They will be allowed to work with other members of the United Association on a permit issued weekly by the Local Union under whose jurisdiction he may be working, provided he pays weekly 25 per cent of his wages on his indebtedness.

Sec. 119. The Secretary of any Local Union failing to report to the General Secretary-Treasurer within fifteen (15) days after their regular meeting night, the General Secretary-Treasurer shall notify the President of said Local and he, failing to comply within fifteen (15) days from such notification, they shall stand suspended from all benefits,

the same to be published in the following issue of the Journal.

Donations

Sec. 120. No member of a Local Union shall be allowed to vote on a proposition to donate any money unless they have been a member of the Local for six months previous.. This pertains to Local or independent money.

Financial Aid

Sec. 121. In all cases where permission has been granted a Local Union to make an appeal for financial aid, it shall be compulsory for the Financial Secretary to make an official report of the contributions in the Official Journal.

Monthly Dues

Sec. 122. The dues of each Local Union shall not be less than $2.00 per month. The dues of a new member shall commence from the date of initiation. Members initiated in any Local Union before the 20th of the month shall pay dues for that month. On and after the 20th of the month, the dues shall commence on the first of the following month.

Eligible to Office in Locals

Sec. 123. No member shall be eligible to office in a Building and Construction Trades Local Union, Metal Trades Local Union or Combination Local Union unless he shall have been a member of the United Association and the Local Union in good standing for at least a period of one year prior to the election.

Eligibility of Officers in a Combination Local Union

Sec. 123 (a). Only qualified Journeymen members of the Building and Construction Trades Branch of the Local Union shall be eligible for the following offices in a Combination Local Union: 1. President. 2. Vice-President. 3. Business Manager and/or Chief Business Agent. 4. Members of Examining Board. 5. Majority membership on Local Union's Executive Board. 6. Financial Secretary, Treasurer and/or Secretary-Treasurer. Journeymen members of Metal Trades Branch of the Local Union shall be eligible for all other offices.

Eligible to Vote at Local Election

Sec. 124. No member shall vote at any election of any description unless he has been a member in

the Local Union where the vote is being taken for sixty days previous to the election.

Election of Local Officers

Sec. 125. All officers of Local Unions shall be elected for a term of not less than one year, such election to take place on the last meeting night of June, or the last meeting night of December, as may best suit the members of the Local Unions involved.

District Council

Sec. 125 (a). Wherever in any city, town or locality, two or more Local Unions of the United Association are now or may hereafter be established, it shall be compulsory and mandatory on said Local Unions to establish and set up a District Council, chartered by and under the supervision of the General Officers. That the said District Council shall be comprised of various delegates elected by the said Local Unions for a term of one year or more. The District Council shall be vested with full power to enforce rules, regulations and exercise a general supervision of the plumbing and pipe fitting jurisdiction of the United Association. Wherever a District Council exists, Local Unions can or may negotiate or sign collective bargaining agreements. However, before said agreements can become effective, the agreements must receive the approval of said District Council.

A. A report shall be sent to the General Offices every three months.

B. District Council Officers shall be determined by local requirements.

The functions of the Council are to:

Standardize working rules
Standardize wages, hours and work week.
Standardize overtime
Standardize working agreements with employers
Standardize organization activities
Standardize initiation fees

Every District Council shall immediately set up a committee or joint committee under the supervision of the General Officers to devise ways and means to amend, change and strengthen any existing laws, either Local, State or Provincial governing the different phases of the Plumbing and Pipe Fitting Industry in order that all journeymen members and apprentice members can be employed on all work covered under the jurisdiction of the United Association.

It is understood that no changes can be made in any agreements now existing in the various local-

ities until all restrictions and bars are removed. The lines of demarcation now covered by any type of a Trade Line Agreement will remain in existence and in force between the crafts of a Local Union or Unions until the foregoing restrictions and bars have been removed.

Apprentice training programs shall be merged and will function under the supervision of the District Council so that uniform training will be given to all apprentices in the Plumbing and Pipe Fitting Industries.

The District Council shall elect as regular, authorized officers a Business and Corresponding-Recording Secretary, and a Financial Secretary-Treasurer and such other officers as may be required. The financial officer must forward a financial report to all affiliated Local Unions quarterly.

The District Council has the right to levy regular monthly assessments or temporary ones upon affiliated Local Unions for the purpose of defraying necessary expenses.

Non-Sympathetic Clause

Sec. 126. No Local Union shall make or sign any agreement which contains a non-sympathetic strike clause.

Suspension of Local Unions

Sec. 127. Any Local Union that shall suffer any of the provisions of this Constitution to be violated or neglected after due notification shall be suspended by the General President or his authorized representative and shall remain suspended until the Constitution has been complied with and reports properly made have been approved by the General President and confirmed by the General Executive Board. Suspended Local Unions shall not receive supplies, benefits, reports or Password from the General Office until the Constitution has been complied with.

Sec. 128. In the event a Local Union which has been suspended fails within fifteen (15) days to comply with the Constitution and orders of the General President or his authorized representative, the General President or his authorized representative shall have the power to revoke the charter of such Local Union and institute another Local Union of the United Association, whereupon all moneys and properties shall be handed over to the officers legally authorized to receive them.

Initiation Fee

Sec. 129. The initiation fee shall not be less than $20.00 in any Local Union of the U. A. that

has been organized more than six months; but the General Executive Board has the power to grant a dispensation or a lesser fee for a period not to exceed three months, but said dispensation shall not be given to any Local Union but once in two years.

Sec. 130. Local Unions collecting part payment for initiation, and applicant fails to be heard from within three weeks, the Local may declare the amount applicant has paid forfeited. This section to be printed on application card.

Consolidation of Locals

Sec. 131. Whenever, in the judgment of the General President, it is apparent that there is a superfluous number of Local Unions in any locality and that a consolidation would be for the best interest of the United Association, locally or at large, he shall have the power to order two or more of such Local Unions to consolidate and to enforce the consolidation of said territory in one Local Union, provided such course receives the sanction of the General Executive Board.

Expense of Litigation

Sec. 132. The General President and General Secretary-Treasurer are empowered to defend and pay all expenses in court cases which involves the United Association directly, and Local Unions must pay all expenses in court cases when the trouble originates in Local Unions and does not involve the United Association directly.

Due Books

Sec. 133. All due books shall be issued by the General Secretary-Treasurer from the headquarters of the United Association and shall be consecutively numbered in rotation of date of membership. When a member has joined the United Association he shall procure from the General Secretary-Treasurer through the agency of the Local he has joined a Due Book for the receipt of his initiation and monthly stamps. It shall be properly numbered and bear the name of the member and designate the type of Local Union to which he belongs. The member must sign his name in ink on the front leaf of his Due Book in place designated for same, which indicates that he has signed the Constitution and is willing to abide by all laws and discipline enacted by the Local Unions and the United Association.

Sec. 134. As soon as a member has paid his dues he shall receive from the Financial Secretary one

stamp for each month's dues he has paid, and the stamp or stamps thus received must be properly cancelled by the Financial Secretary and pasted in his Due Book.

Hours of Labor

Sec. 135. Eight hours shall constitute a day's work for members of the United Association, and no financial aid will be rendered to any Local going on strike for more wages whose hours of labor are more than eight on building work. But it is distinctly understood that the Local Unions must continue to strive for the shorter work day.

Sec. 136. Inasmuch as our business throughout the country is insufficient to furnish employment to more than 60 per cent of the journeymen and recognizing the fact by reducing the hours of labor, it will have a tendency to keep more men employed, therefore it is resolved that the United Association establish an international holiday for Saturday, and that the sense of this section be adopted wherever possible.

Wages

Sec. 137. Each Local Union of the United Association with the approval of the District Council, shall establish the wage scale in the territorial jurisdiction covered by said Local Union for Journeymen. There shall not be more than one established wage scale covering each class of work for said Journeymen and Apprentices in said territory. Where there is only one Local Union in the territory, then the Local Union shall establish one wage scale covering each class of work for all Journeymen and Apprentices.

No Violations of Jurisdiction

Sec. 138. Journeymen members of a Metal Trades Local Union cannot work in the jurisdiction of a Building and Construction Trades Local Union, but a Journeyman member of a Building and Construction Trades Local Union can work in the jurisdiction of a Metal Trades Local Union.

Sub-Contracting

Sec. 139. No member of the United Association will be permitted to sub-contract or lump the installation or any plumbing, heating, sprinkler or pipe work, or any other work under the jurisdiction of the United Association, or to work in any shop where sub-contracting is practiced.

Tools

Sec. 140. No member of the United Association shall be permitted to furnish tools.

Legislative Committee—Perfect Sanitation

Sec. 141. Realizing the constant dangers and innovations in our trade, and knowing many of them are injurious to the general public in health and sanitation, we advocate and recommend that all our members advocate the use of iron sewerage exclusively in the construction of all buildings in their respective localities, knowing it will be beneficial to the health of the community, and urge our members to use every endeavor to interest the public health and welfare commissions of their respective localities to enact rules and regulations, safe-guarding this installation, for the health of the general public.

Sec. 142. It shall be the duty of all Locals attached to the United Association to appoint a special committee of three—to be known as the Legislative Committee—whose duty it shall be to investigate the various systems of work installed in their vicinity—it shall be the duty of said committee to try by all possible and legitimate means to elevate the standard of work done and report from time to time to the General Secretary-Treasurer such progress as may have been made towards perfect sanitation.

State, Provincial and Municipal Laws or Codes

Sec. 142 (a). Every Local Union or District Council of the United Association shall establish a committee under the supervision of the General Officers to devise ways and means to amend, change, or strengthen all existing State, Provincial and Municipal Laws or Codes that regulate and control the plumbing and pipe fitting industry in the particular locality, to the end that all journeymen and apprentice members can be employed on all work embraced in the trade jurisdiction of the United Association.

No changes can be made in any agreements now existing in the various localities until all restrictions and bars are removed. The lines of demarcation now covered by any type of a Trade Line agreement will remain in existence and in force between the craft of a Local Union or Local Unions until the foregoing restrictions and bars have been removed. Before any such agreements between Local Unions are voided or set aside by virtue of the removal of the bar or trade line demarcations by this Constitution, the Local Unions or Local Union involved must have the approval of the General Officers.

Jurisdiction of Work

Sec. 143. The United Association having full and exclusive jurisdiction over the plumbing and

pipe fitting industry, including the supervision, fabrication, installation and maintenance of plumbing and pipe fitting installations of every description and character, shall be composed of journeymen and apprentices of one craft, without jurisdictional lines of demarcation.

The United Association shall charter three types of Local Unions: Building and Construction Trades Local Union, Metal Trades Local Union, and a Combination Local Union. There shall be but one trade craft in the plumbing and pipe fitting industry for all journeymen and apprentice members of the United Association, and all journeymen members and apprentice members of the United Association shall be permitted without restriction or bar to perform all work governed by the trade jurisdiction of the United Association.

Protect Jurisdiction of Work

Sec. 144. Local Unions must at all times fully protect the Jurisdiction of Work of the United Association against infringement by other Trades. Upon evidence of failure to do so or to notify the General Office or its Representative in the district of any violations, such Local Unions will be subject to discipline under the Constitution by the General Executive Board.

Marble

Sec. 145. In the matter of the amount of marble setting to be claimed by journeymen members, it shall be left to local discretion.

Bath Room Accessories

Sec. 146. The placing and installation of all toilet and bath room accessories shall be the work of the members of the United Association excepting those made of clay products set in tile.

Welding

Sec. 147. Welding of every description and character in its entirety when connected with the pipe fitting industry is the work of the members of the United Association. The operating and use of all machines for welding and stress relieving purposes is also the work of the members of the United Association. This is in accordance with the decisions of the American Federation of Labor, the Metal Trades Department, the Building and Construction Trades Department and its national arbiter.

Use of Vehicles

Sec. 148. The use of vehicles of any description (unless furnished by the employer) will be

discontinued by the members of the United Association during working hours, and the Locals of the United Association shall be and are hereby empowered to legislate locally against further use of the same.

When Locals Lapse and Isolated Members

Sec. 149. Whenever a Local Union from any cause, lapses, or surrenders its charter, leaving members in good standing who wish to retain their membership in the Association and no other Local Union exists near them, the Recording Secretary shall, before surrendering the seal, monies and property of the Local, make a careful list of such members, giving the names, date of membership, and full postoffice address of each member and a certificate signed by the President and Financial Secretary, attested, and by the seal of the Local Union, certifying to their good standing, and forward the same with the notice and date of lapsing of Local Union, to the General Secretary-Treasurer, together with the necessary amount to pay for three months' dues in advance. Upon receipt of any such list, with the money, the General Secretary-Treasurer shall immediately fill out a clearance card and forward the same, together with the receipt for the money, to each member.

Sec. 150. Members holding clearance cards so issued shall immediately notify the Secretary of any change of address, and at the expiration of each month from the date of their card, shall forward to the General Secretary-Treasurer the necessary amount to always pay one month's dues in advance, together with their clearance cards, for renewal. They shall be entitled to receive the changes in the password as long as they maintain their good standing; such members shall be required to pay any general assessment that may be levied.

Helpers and/or Apprentices

Sec. 151. Helpers and/or Apprentices must be members of the United Association, and no journeymen members will be permitted to work with a helper and/or apprentice who is not a member. It is recommended that, whenever necessary, Local Unions may allow each Contractor one apprentice where one or more journeymen are employed steadily and one additional apprentice for every five men steadily employed, but in no case should any Contractor be entitled to more than five apprentices. The term of apprenticeship or learning shall be not less than five years.

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Apprentice System and Apprentice Training

Sec. 151 (a). All Local Unions of the United Association shall adopt an apprentice system and related apprentice training that will afford to all apprentices a full and complete knowledge of all types and kinds of work covered by the jurisdiction of the United Association, and each Local Union shall appoint a committee on apprentice training whose duties shall be to set up an apprenticeship training program and related apprenticeship training courses covering all branches of the trade, the minimum of which shall conform with the Federal Apprenticeship Standards as approved by the United Association.

Where District Councils exist or are hereafter established, they shall have the sole responsibility for adopting the administering apprentice systems and related training.

Sec. 152. Apprentices at the expiration of their apprenticeship shall make application for and pass a satisfactory examination by the Examining Board of the Local Union before being transferred to membership as journeymen, the General Office to be notified of this action for the purpose of maintaining proper records. Apprentices admitted to membership in Local Unions of Journeymen shall be entitled to all of the monetary benefits of the United Association and, as learners, they will be entitled to attend meetings of such Local Unions but without voice or vote.

Journeyman Training Program

Sec. 152 (a). All Local Unions and/or District Councils chartered by the United Association shall appoint a committee who will adopt and set up a journeyman training program that will enable all journeymen members to acquire a full and complete knowledge of all types and kinds of work covered by the jurisdiction of the United Association.

No Permits

Sec. 153. No permits shall be given or issued to anyone (by any Local Union or representative thereof), who is not a member of the United Association or who has not been accepted by the Local Union and is paying an application fee for admittance to the United Association. Upon failure to comply with this section Local Unions will be subject to discipline according to the Constitution by the General Executive Board.

Clearance Cards

Sec. 154. There shall be a card known as a clearance card, issued to members in good stand-

ing who may desire to clear from one Local to another. Said card to be signed by the member who receives it in the presence of Secretary issuing same. Upon the member depositing this card he shall again be required to sign his name in the presence of the Secretary receiving it for identification purposes. The Financial Secretary shall forward all clearance cards to the General Office within 48 hours after acceptance of same by Local Union. Failure to comply with this section the Financial Secretary shall be assessed not less than $25.00 nor more than $50.00.

Sec. 155. When clearance cards are issued they must specify the type of membership, whether Building and Construction Trades, Metal Trades, or Combination Local Union, and if a Combination Local Union the clearance card shall state in what branch the member was affiliated—whether Building and Construction Trades or Metal Trades, and state date of initiation and/or reinstatement by which Local Union.

Sec. 156. Members securing and holding clearance cards from a Local Union of the United Association must report either in writing or person or deposit his clearance card within thirty days from the date it was issued to the nearest Local Union wherein he may be located. Any member failing to comply with this law shall be liable to an assessment, suspension or expulsion from the United Association.

Sec. 157. Secretaries of Local Unions shall report anyone who is working detrimental to the U. A. in their locality to General Secretary-Treasurer and he in turn shall enter offending party's name on a record book, said book shall be known as the Detrimental Book, and before any applicant is admitted to any Local, the Secretary of Local where admittance is asked shall first inquire if applicant's name appears on same.

If applicant's name should be entered on record book he shall not be admitted to any Local until his name is ordered stricken from this book by the General Executive Board.

Sec. 158. Clearance cards will be issued only to first class journeymen of a Building and Construction Trades Local Union, Metal Trades Local Union, or a Combination Local Union. Clearance cards issued to a journeyman holding a membership in the Building and Construction Trades Local Union can be deposited by said journeyman in either a Building and Construction Trades Local Union or in a Metal Trades Local Union and a clearance card issued to a journeyman, member of a Combination

Local Union working in the Building and Construction Trades Branch of said Combination Local Union may be deposited by said journeyman member in either a Building and Construction Trades Local Union or a Metal Trades Local Union. A clearance card issued to a journeyman member of a Metal Trades Local Union or a Metal Trades journeyman member of a Combination Local Union can only be deposited in a sister Metal Trades Local Union or in the Metal Trades Branch of the Combination Local Union and cannot be deposited in a Building and Construction Trades Local Union. When a clearance card is deposited in the proper sister Union as above set out by a journeyman member, the sister Local upon the presenting of the card by the journeyman member must accept said clearance card, and the member must be permitted to work unless there is a strike or lockout in the locality. When a member deposits a clearance card in a proper sister Local as above set out in this section, he shall not be subject to "waiting lists" which are hereby declared illegal. Nor shall any monetary contribution be accepted from him for the privilege of working. The clearance card of at least one journeyman member sent from his own Local to install work in the jurisdiction of a sister Local Union, must be accepted and the member permitted to work with the tools if he so desires. He shall not be subject to examination by that Local unless that Local has just proof that the card was secured by misrepresentation, illegality, or in a manner contrary to the Constitution of the United Association. The General Officers of the United Association are hereby empowered to enforce these laws pertaining to clearance cards.

Sec. 159. Clearance cards shall be dated on the last day of the month that the member's due book is stamped up to. Any member who alters a clearance card as issued by a Local Union shall be subject to assessment of not less than $25.00.

Sec. 160. When a member enters a locality where there is a Local of the United Association, and has no due book, or clearance card, he shall be required to deposit the sum of ten dollars ($10) as a guaranty of good faith.

Sec. 161. It shall then become the duty of the Secretary of the Local where the deposit is made to inquire into his standing. If the member is found to be in good standing, so much of the money deposited as shall not be required to keep him clear on the books of the Local to which he is attached shall be returned to him, but not until his clearance card has been received.

Sec. 162. Locals are empowered to charge dues to a member of another Local as soon as he accepts employment in their locality, and the account of such member shall close with the Local to which he is attached, as soon as the Local under whose jurisdiction he is working has sent advertisement of the arrival and employment of the member in their locality.

Sec. 163. When any Local Union issues clearance card to a member and collects dues ahead of date of payment, it must remit 50 per cent of the amount collected to the Local accepting card as soon as application for it is made. This percentage to begin upon date of acceptance of card.

The only exception is defined in the following section:

Sec. 164. When a Local Union is on strike, its members shall be allowed to seek work in another Local's jurisdiction, but such striking Local may refuse to issue to such members a clearance card, as the above-mentioned members may be considered members of said Local until the strike is ended, and must pay all dues and assessments to such Local until they are entitled to a clearance card. The Secretary of Locals on strike shall cause to be issued to such members as desire to seek employment elsewhere a letter termed a strike or lockout letter under seal and signed by President and Secretary of Local, same to be taken up by the Local he desires to locate in, and whose Secretary shall immediately notify the Local on strike as to when and how long he has worked, and on leaving that Local he shall be issued another letter by that Local, and so on.

Sec. 165. Members carrying clearance cards shall pay all their arrearages from date of card to the date the same has been deposited with the Local to which he wishes to become attached.

Sec. 166. Members holding clearance cards in arrears shall be governed according to Sections 176, 177, 178 and 179.

Sec. 167. Members holding clearance cards while in unorganized cities, or when out of the jurisdiction of any U. A. Local, may retain their good standing by paying their dues to the General Office and receiving stamps for same at the constitutional rate.

Sec. 168. Members holding clearance or withdrawal cards who wish to deposit the same must have been members of the U. A. for at least 12 months. Or be required to pay the increased difference in initiation fees of the Local to which he was previously attached, and the one to which he

applied for admission. This shall also include re-initiated members.

Sec. 169. When a Local is notified not to take a man into the organization, and after such notification takes the man into the Local, they shall be assessed $50.00, to be paid to the United Association, and the Local that makes the complaint is allowed to refuse the clearance card of such man.

Sec. 170. Any officer of a Local Union, who receives moneys from a member, while the record of a member is in another Local Union, without sending said moneys to the Local Union wherein the record of the member is, shall be assessed the sum of $25.00 for the first offense, and any Local Union that permits its records to be so written that it will show that the moneys have been credited to a member while his card is in another Local, shall stand suspended from membership in the United Association.

Traveling Members to Report to Local Officers

Sec. 171. Any member of the United Association accepting employment under the jurisdiction of sister Locals before reporting to the proper officer of such Local Union and depositing his clearance card, informing him of his intention of accepting employment under the jurisdiction of said Union, shall be assessed a sum not to exceed $25.00.

Honorable Withdrawal Cards

Sec. 172. Any member of the United Association desiring to enter business legitimately for himself, may upon a written request explaining his intentions, resign from the United Association with the consent of the Local Union to which he is attached.

Sec. 173. Members of the United Association may be granted an honorable withdrawal card upon entering into business, or leaving the trade upon recommendation of their Local Union or by action of the General Executive Board, if they are entitled to same in accordance with our rules and laws.

Sec. 174. Members holding honorable withdrawal cards who have not committed any act detrimental to our organization or any violation of the Constitution may be reinstated within one year. If they do apply and present withdrawal card with a reinstatement fee of $5.00, they will secure a $5.00 reinstatement stamp and have Due Book issued to them bearing their old or last card number. Said member shall become beneficial six months after reinstatement. The Local Secretary must forward the withdrawal card to the General Secretary-Treasurer.

Sec. 175. Or the said withdrawal card can be renewed before the expiration of a year from date of issuance of date of former renewal if within a year by payment of $2.00—should such withdrawn member present his lapsed withdrawal card, or ask for reinstatement after he has been out of the organization for one year or more, he shall be reinstated upon the payment of the minimum initiation fee of the Local Union to which he applies. He will receive the regular initiation stamp provided he has not committed any act detrimental to our organization as herein provided for in this section and must be reobligated. When withdrawal cards are issued they must specify the type of membership held by the holder of the withdrawal card, whether membership was held in a Building and Construction Trades Local Union or a Metal Trades Local Union, and if membership was held in a Combination Local Union then the withdrawal card must state whether the holder was affiliated in a Building and Construction Trades Branch or a Metal Trades Branch.

Upon applying for reinstatement a journeyman member holding a withdrawal card from a Building and Construction Trades Local Union or a Combination Local Union as a journeyman member affiliated in the Building and Construction Trades Branch of said Combination Local Union, may apply for reinstatement at any Local Union of the United Association, whether Building and Construction Local Union or a Metal Trades Local Union or a Combination Local Union. A holder of a withdrawal card from a Metal Trades Local Union may only apply for reinstatement for membership in a Metal Trades Local Union or the Metal Trades Branch of a Combination Local Union.

Suspension of Members

Sec. 176. Any member owing over the amount of three months' dues shall stand suspended from all monetary benefits, rights and privileges and shall not be entitled to any monetary benefits, rights and privileges until three months after his reinstatement. The reinstatement fee is payable when his dues are paid to date or current month, and cannot be accepted or credited until this law is complied with.

Sec. 177. Whenever a member stands suspended for having owed over the amount equal to three months' dues, in accordance with the preceding section, he shall pay all amounts due before he is placed in good standing, together with $1.00 reinstatement fee; receive a reinstatement stamp from

the Financial Secretary, to show that his dues have been paid to date, and that the reinstatement has been paid for. A member is not in good financial standing, even though his dues are paid to date or in advance, when owing a reinstatement fee and must wait the limit of time of three months after paying the reinstatement fee before he is entitled to any monetary benefits.

National and local assessments, disciplinary assessments and loans are payable before dues.

Expulsion of Members

Sec. 178. Any member in arrears for dues or assessments for a period of one year or more shall stand expelled, and must pay a year's back dues, twenty-four dollars ($24.00), and all moneys that he legally owes to the expelling Local and a new initiation fee to the Local in which he desires to be initiated.

Note—The Constitutional meaning and intent of the above Section 178 is that the expelled member shall pay an initiation fee, one year's back dues, twenty-four dollars ($24.00), any disciplinary assessments that have been sanctioned by General Executive Board, or loans that he may owe. He is exempt from all other alleged indebtedness and the Local Unions have no constitutional or legal right to charge the expelled member with any other indebtedness except that which is herein stated above.

Sec. 179. Whenever a member is reinstated after having been expelled, and after having paid one year's back dues to the Local that expelled him, the expelling Local, on receipt of the one year's back dues shall cancel 12 monthly due stamps and return them to the Local that made the collection, as a receipt for the amount collected, the same to be kept on file and pasted on the original letter for future reference.

Falsifying Circular Letters

Sec. 180. Any member of the United Association found guilty of sending out circular letters of falsehood and misrepresentation shall be expelled, and the Local Union that permits such action shall also be expelled.

Unjust Discrimination of Members

Sec. 181. Any officer or member of the United Association found guilty of unjust discrimination against members of the United Association because of their affiliations or non-affiliations with

fraternal societies or otherwise wherein such unjust discrimination causes members to lose their employment or not able to secure employment, these aforesaid guilty officers and members shall be disciplined by either assessment, suspension or expulsion from the United Association, in accordance with Sections 183, 184 and 185.

Prohibited to Work

Sec. 182. No member of the United Association shall be permitted to work on any job where men other than members of the U. A. are installing work which comes under the jurisdiction of the United Association; Local Unions failing to comply with this law shall be subject to discipline in the form of an assessment, suspension or expulsion, by the President of the United Association, regardless of any agreement between employer and employee, except where, in the judgment of the General President of the U. A., it is deemed otherwise.

Offenses and Penalties

Sec. 183. When a member of the United Association breaks his obligations to the United Association, or any of its Local Unions, or violates any of the laws of the United Association, or laws and working rules of any Local Union, charges may be preferred against him by any member of the U. A. in good standing or any Local Union of the U. A. that has personal knowledge of the offense committed. The charges shall be made in writing to the Local Union to which the member may be attached, stating with reasonable certainty the nature of the offense charged, the time and place of the occurrence, naming the witnesses and all other data, and it shall require a majority of vote of the Local Union to whom the charges are preferred to accept such charges and the charges must be signed by a member of the U. A. in good standing, a copy of the charges attested by the seal of the Local Union, signed by the secretary of the Local, shall be immediately sent to the accused to his last known address on the books of the Local Union by the secretary and this shall be deemed due notice, provided, however, that for the non-payment of dues, or assessments, a member may be suspended or expelled without the formality of a trial as above set forth. When charges have been made and accepted as hereinbefore provided, the entire matter shall be referred to the Local Executive Board for

trial, and they shall without unnecessary delay summon the parties and try the case, provided that the accused may have ten days from the date of notice before being called upon to plead to the charges as specified.

Sec. 184. The Local Executive Board will report their findings at the next regular meeting of the Local Union. If the accused is found guilty, he may be assessed, suspended or expelled, and if the verdict is expulsion, there shall be a set assessment or raised initiation fee also placed against him to indicate upon what terms the expelled member may again become a good standing member of the U. A.

Sec. 185. No Local Union of the United Association shall impose an assessment of more than $25, suspension or expulsion upon any member of the United Association unless sanctioned by the General Executive Board. Any Local Union making application to the General Executive Board for an assessment of more than $25, suspension or expulsion, against any member shall furnish the General Secretary-Treasurer with the last known address of said member, and if said member is a member of a sister Local Union, it shall also give the Local to which said member is attached, and shall furnish the General Secretary-Treasurer with full and complete information as to reason for the action taken, and also advise as to whether the member has been tried under Sections 183 and 184. The General Secretary-Treasurer shall notify the member at the address given of said application for assessment, suspension or expulsion, and if said member is affiliated with another Local, said Local shall also be notified and the General Executive Board shall not approve of any assessment, suspension or expulsion until said member shall have had thirty days in which to submit his side of the case.

Sec. 186. Any member committing any act for which he has been disciplined by either an assessment, suspension or expulsion, which has been approved by the General Executive Board, cannot be reinstated by any Local Union without the consent of the General Executive Board.

Note—The Constitutional meaning and intent of the above Section 186 is that, the Local Unions cannot remove any disciplinary measures already sanctioned by the General Executive Board on members or ex-members, without the approval of the General Executive Board.

Appeals

Sec. 187. Appeals against the action of Local Unions in assessing, suspending or expelling members may be taken to the General Executive Board, provided such appeal is made within sixty days from the date upon which the Local Union took final action on the case.

Sec. 188. Where protests are entered against any provision of the Constitution, that the first case of each of these shall be referred to the General Executive Board and a decision asked that will establish a precedent to be followed in future cases of a parallel nature which shall be referred to the General President for his decision and should an appeal be taken from the General President's decision, the entire matter and testimony, together with the General President's ruling, shall be referred to the General Executive Board for their approval or disapproval. The General Executive Board's action shall be final; such final action must be rendered to the General President and General Secretary-Treasurer who in turn shall notify the parties interested, of the final decision.

Appeals may also be taken from any decision or order of suspension or expulsion made by the General President, or his representative, or any organizer, to the General Executive Board within sixty days and the decision of such Board shall be final; and shall be communicated to the interested parties by the General Secretary-Treasurer, to whom, and to the General President, such decision of the General Executive Board shall be rendered.

State Associations, Boards, District Councils, Etc.

Sec. 189. Each State, if a majority of the Locals who compose it desire, may form a State Association, charter for same to be granted by the United Association. Where such State Association exists it will be mandatory upon all Local Unions in that State to affiliate.

Sec. 190. State Associations and District Councils may have special seals for their secretaries and such stationery as they may require for the proper conduct of their office. They shall also have the power to create by special per capita such funds as in their judgment seems wise; such funds to be used for the protection and promotion of the Plumbing and Pipe Fitting Industry in their respective jurisdiction.

Sec. 191. Each State Association, having been organized and recognized by the General Office of the United Association for at least one year prior to the U. A. Convention, shall be entitled to one delegate, said delegate to be a member of the U. A. at least one year and in good standing for a period of six months previous to the convention. No member shall be eligible to act as a delegate to represent a State Association to International Convention unless he has been a member of a Local Union within the jurisdiction of said State Association continuously for a period of six months previous to his election. State Associations to pay expenses of delegates. They may also appoint an organizer at their own expense.

Changes in Constitution

Sec. 192. No part of this Constitution shall be suspended at any time, nor can it be amended, except at conventions or by referendum vote, as provided in foregoing sections.

Conflicting Laws

Sec. 193. All laws conflicting with this Constitution, heretofore adopted are hereby declared null and void, on and after January 1, 1947, except wherein previously provided for.

Application for Membership in the United Association Building and Construction Trades and Combination Local Unions

Sec. 194. Every applicant for membership as a journeyman in a Building and Construction Trades Local Union or a Combination Local Union (Building and Construction Trades Branch) must be a skilled craftsman and his application must contain information as to his experience and or training. These qualifications must include:

1. That he has had a minimum of at least five (5) years actual practical working experience in the plumbing and pipe fitting industry.

2. That he is of good moral character.

3. That he passes a satisfactory examination as to his skill and ability as a Building and Construction Trades Journeyman, conducted by the Examining Committee of the Building and Construction Trades Local Union or the Building and Construction Trades Branch of a Combination Local Union.

Apprentices

Sec. 194 (a). Building and Construction Trades and Combination Local Unions

An apprentice before he can be admitted as an apprentice in the Building and Construction Trades Local Union or in a Combination Local Union (Building and Construction Trades Branch) must agree to the following:

1. That he will work at the trade with the intention of learning all phases of the plumbing and pipe fitting industry.
2. Must be willing to combine class-room training with on-the-job training.
3. Agrees further to study the apprenticeship training system of the United Association.
4. Must have a sound moral character.
5. Must work at the trade for at least five (5) years before becoming eligible for examination for a journeyman as set forth in Section 194 of this Constitution.

Sec. 194 (b). Metal Trades Local Unions.

Every applicant for membership as a journeyman in a Metal Trades Local Union must submit the following proof in his application:

1. That he be of good moral character.
2. That he has had experience as a journeyman in a Metal Trades Industry.

Sec. 194 (c). Apprentice in Metal Trades Local Union.

An apprentice before he can be admitted as an apprentice in a Metal Trades Local Union or a Combination Local Union (Metal Trades Branch) must submit the following:

1. That he will work at the trade with the intention of learning all phases of the Plumbing and Pipe Fitting Industry.
2. Must be willing to combine class-room training with on-the-job training.
3. Agrees further to study the apprenticeship training system of the United Association.
4. Must have a sound moral character.
5. Must work at the trade for least five (5) years before becoming eligible for examination for journeyman as set forth in Section 194 of this Constitution.

Sec. 195. Each applicant for membership in the United Association or one of its Local Unions must submit (or have submitted) an affidavit or

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affidavits from a recognized employer or employers vouching for the applicant's ability to adequately perform the work of his trade and also vouching for his character. These affidavits must cover a minimum of five years actual practical working experience in the pipe fitting trades. These affidavits which will be furnished to the applicant by the Local Union will be made up in the following form:

Affidavit of Experience and Character

(All information submitted will be kept confidential)

To the Officers of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada:

I, _____ (Date)

Address _____ (Street) (City) (State)

Conducting a _____ business

Business name _____

Employed _____ Residence _____

From _____ to _____ as a _____

Statement on his ability as a craftsman:

_____

_____

_____

Statement on his character:

_____

_____

_____

(Use reverse if necessary)

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Sec. 196. Every applicant for membership must completely fill out an application (as specified below) which will be filed in the General Office of the United Association.

Original

Application for Membership
in the
UNITED ASSOCIATION OF
JOURNEYMEN AND APPRENTICES
OF THE
PLUMBING AND PIPE FITTING INDUSTRY
of the United States and Canada

This application accompanied by affidavits from applicant's employers MUST be sent to the General Secretary-Treasurer upon admission of the member.

Trade .....

Card Number .....

Social Security Number .....

Applicant .....

Address .....

City ..... State .....

Local Union Number .....

Recommended by .....

Report of Investigating Committee:

Favorable ..... Unfavorable .....

Report of Examining Board:

Favorable ..... Unfavorable .....

Date of Initiation .....
(Day) (Month) (Year)

Applicant is aware of Section 130, Local Unions collecting part payment for initiation, and applicant fails to be heard from within three weeks, the Local may declare the amount forfeited.

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Local Secretary must fill in this (the Front) side of application and the applicant the other (or Reverse) side. PRINT all answers.

(Front)

Personal Data

Name _____
(Print)

Residence _____

City _____ State _____

Date of Birth _____ Age _____
(Month) (Day) (Year)

Citizen: Yes _____ No _____ Papers filed _____

Beneficiary _____

Relationship _____

Have you previously requested membership in the United Association?
Yes _____ No _____

Have you ever been a member of the United Association? Yes _____ No _____

Where _____ When _____
(Local) (Month) (Yr.)

Reason for leaving the United Association _____

Experience

Trade _____

Special Skill _____

Experience: Years _____ Months _____

Apprenticeship: Years _____ Months _____

Serving now _____ Completed _____

Affidavit from employers in trade _____

Employers:

(1) _____
(2) _____
(3) _____
(4) _____

I agree that any false statement herein made is just cause for cancellation of my membership.
Yes _____ No _____

I agree without reservation to abide by all laws, rules and discipline of the United Association and its Local Unions, that are now in force and may hereafter be enacted.

Signature _____

(Reverse)

RULES OF ORDER

1. The President shall take the Chair every day precisely at the hour to which the Convention shall have adjourned on the preceding day, and shall immediately call the members to order.

2. The President shall have the general direction of the hall; the right to name any member to perform the duties of the Chair, but such substitution shall not extend beyond adjournment, and shall also preserve order and decorum in the proceedings of the Convention.

3. All committees shall be appointed by the President, unless it shall be otherwise directed by the Convention, in which case they shall be appointed by the vote of the Convention.

4. Members and officers of the Convention are required to be constantly in attendance upon the duties of their position, and leave of absence to such will only be granted by the President.

5. A member desiring to speak shall rise and respectfully address the President, and the President shall announce the member by name, and the member may then speak. No two members from the same Local shall speak on the same question successively, unless the members from other Locals do not care to discuss the subject.

6. In all cases the member who shall first rise and address the Chair shall speak first, but when two or more members shall rise at once, the President shall name the member who is first to speak.

7. No member shall speak more than twice on the same question, nor more than five minutes, unless by leave of the Convention, and shall be confined to the question under debate, and avoid personalities.

8. Any member, while discussing a question, may read from books, papers or documents any matter pertinent to the subject under consideration without asking leave.

9. Any member may call for a statement of the question, which the President may give sitting.

10. Any member may call for a division of the question, and the decision of the President as to

its advisability shall be subject to appeal, as in questions of order.

11. Any member may decline to serve on any committee if at the time he is a member of two other committees.

12. Every member present when the question is put shall vote, unless excused by the Convention. A request to be excused from voting or an explanation of a vote shall not be in order unless made before the Convention divides or before the call for yeas and nays is commenced, and any member requesting to be excused from voting or desiring to explain the vote may make brief statement of the reasons for making such request, and the question shall then be taken without further debate.

13. While the President is putting any question or addressing the Convention no one shall walk across the hall, and while a member is speaking no one shall pass between the member and the Chair. No member or other persons shall go to or remain at the Secretary's table, while the yeas and nays are being called or ballots counted, excepting the Secretary and his assistants.

14. Any two members shall have the right to demand the yeas and nays upon any questions before the result is announced, but if objections be made the demand shall be sustained by one-fifth of the members present. If not sustained, members may, upon request, have their vote recorded upon the minutes, and upon call of the yeas and nays the Secretary shall call over the names alphabetically.

15. As soon as the Convention is called to order the roll shall be called and absentees noted, and a quorum being present, the minutes of the preceding meeting of the session shall be read by the Secretary, and, if necessary, corrected by the Convention.

16. One-third of the members elected to the Convention shall be necessary to constitute a quorum to do business, and, except as provided, a majority of those voting shall be sufficient to decide pending questions.

17. Every motion shall be reduced to writing, if the President or any member shall desire.

18. When a motion is made and seconded, it shall be stated by the President, or, being in writing, it shall be read audibly to the Convention by the President or Secretary before debate.

19. All questions, whether in committees or Convention, except privileged questions, shall be put in the order in which they are made, except, in filling blanks, the largest sum or number and longest time shall be put first.

20. After a motion is stated by the President or read by the Secretary, it shall be deemed to be in possession of the Convention, but may be withdrawn by leave of the Convention at any time before a decision or amendment.

21. Questions shall be distinctly put, in this form: "All in favor of this motion say aye," and after the affirmation vote is expressed: "Those of the contrary opinion say no." If the President doubts, or a division be called for, the Convention shall divide, those of the affirmative of the question first arising from their seats, and afterwards those in the negative, and the President shall determine by count, announcing the number.

22. When a question is under debate, no motion shall be received but to adjourn, to take a recess, to lay on the table, for the previous question, to postpone for a certain time, to commit, to amend, to postpone indefinitely, which several motions shall have precedence of each other in the order in which they are arranged.

23. When a motion is made to commit to a Committee of the Whole or to a Standing Committee, it shall not be in order to amend such a motion by substituting any other committee, but if any other committee be suggested, the motion shall first be put upon the committee first named, and afterward upon the committee or committees suggested, in the order in which they are named; but a motion to refer to a Committee of the Whole, to a Standing Committee, or to a Select Committee, shall have precedence in the order here named.

24. A motion to postpone to a certain day, or indefinitely, being decided, shall not again be allowed the same state of the proposition.

25. A motion to adjourn shall always be in order but being decided in the negative, shall not be again entertained until some motion, call or order shall take place.

26. The following questions shall be decided without debate, to-wit: To adjourn, to take a recess, to lay on the table, to take from the table, to go into Committee of the Whole, and all questions relating to the priority of business.

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27. No motion or proposition upon a subject differing from that under consideration shall be admitted under color of amendment.

28. A motion to strike out and insert shall be deemed advisable, and a motion to strike out on a division being, negatived, or a motion to insert being decided in the affirmative, shall be equivalent to agreeing to the matter in that form, but shall not preclude further amendment; provided, that substitutes for pending proposition shall, for the purpose of amendment, be treated as original proposition.

29. A motion to reconsider a vote must be made by a member voting with the prevailing side, and such motion, to be in order, must be made within the next two days of actual session of the Convention after such vote was taken, and the same shall take precedence of all other questions, except the motion to adjourn.

30. The previous questions shall be in this form: "Shall the main question now be put?" and until decided shall preclude further debate and all amendments and motions, except one motion to adjourn and one motion to lay on the table. All incidental questions, or questions of order, arising after a motion is made for the previous question, and pending such motion, shall be decided, whether an appeal or otherwise, without debate.

31. If a call for the previous question be not sustained, the subject under consideration shall not thereby be postponed.

32. If a member, in speaking or otherwise, transgresses the rules of the Convention, the President shall, or any member may, call the member to order, and the member called to order shall be seated, if required to do so by the President, until the question of order is decided.

33. All questions of order shall be decided by the president without debate. Such decisions shall be subject to appeal to the Convention by any two members, on which appeal no member shall speak more than once, unless by leave of the Convention, except the party appealing, who may speak twice, and the President may speak in preference to other members.

34. If the decision be in favor of the member called to order, the member shall be at liberty to proceed; if otherwise, shall not be permitted to proceed, "in case any member objects," without leave of the Convention.

35. If a member calls another to order for words spoken in debate, he shall, if required by the President, reduce to writing the language used by the member who was called to order.

36. All reports of committees shall be signed by such members thereof as concur therein, and the report, with the names of the member or members signing same, shall be read by the Secretary, or at the Secretary's desk, by the member making the report, without a motion.

37. No committee shall sit during the daily sessions of the Convention, unless by special leave.

38. These rules shall not be altered, except at least one day's notice of the intended alteration be given, and then only by a vote of a majority of all members of the Convention, and no rule or order of business shall be suspended, except by a vote of at least three-fourths of those present.

39. Cushing's Manual and Law of Legislative Assemblies shall be received as a rule in all cases not provided for in the foregoing rules.

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ORDER OF BUSINESS OF LOCAL UNIONS

1. Reading of minutes of previous meeting.
2. Report of committees.
3. Correspondence and action thereon.
4. Application for membership.
5. Election of candidates and initiation of new candidates.
6. Report of Local Executive Board.
7. Appropriation of money.
8. Roll call of officers.
9. Report of officers.
10. Business for the welfare of United Association and Local Unions.
11. Unfinished business.
12. New business.
13. Are there any vacancies known in trades to be filled? Are any of our members out of employment?
14. Announcing the receipts of the meeting.
15. Adjournment.

ORDER OF BUSINESS OF THE UNITED ASSOCIATION

1. Call to order by the President.
2. Report of Committee on Credentials.
3. Appointment of Standing Committees.
4. Report of General Officers.
5. Report of Standing Committees.
6. Call convention to order to stand in silence for one minute on second day of convention at 11 A. M. to respect and honor the memory of our deceased members.
7. Election of Officers may take place on any day during the Convention that is decided upon by a majority vote of the delegates present, and may be set for a special order of business at least one session previous to the time specified.
8. Installation of Officers.
9. Adjournment.

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JURISDICTION OF WORK OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA

By the decisions of the American Federation of Labor, rendered at both the Atlanta and Rochester conventions, the substance of this action of these conventions of the American Federation of Labor was that there was only room for one organization in the pipe fitting industry. And, that the United Association of Journeymen Plumbers and Steam Fitters is recognized as the only organization having complete control of the pipe fitting trade and industry in its entirety throughout the United States and Canada.

It is the imperative duty of the members of the United Association to be ever alert to see to it that the work as outlined here in this jurisdiction of work shall be done by the members of the United Association throughout our entire jurisdiction.

Following are the official decisions of the American Federation of Labor:

ATLANTA DECISION

The Atlanta convention of the American Federation of Labor, held in Atlanta, Ga., November 13 to 25, inclusive, 1911, declared "that both for harmony and practicability the pipe fitting trade should be represented in the American Federation of Labor, also in the Building Trades Department, by one general association of the Pipe Fitting Industry, namely, the United Association of Plumbers, Gas Fitters, Steam Fitters and Steam Fitters' Helpers of the United States and Canada, and further that the Executive Council of the Building Trades Department be requested to carry that declaration into effect." (See page 339 of the 1912 Rochester convention's proceedings.)

ROCHESTER DECISION

The Adjustment Committee's report to the delegates assembled at the Rochester convention of the American Federation of Labor, held at Rochester, N. Y., November 11 to 23, inclusive, 1912, is as follows:

"Your committee reports that it has considered carefully the efforts made by the Executive Council of the American Federation of Labor to carry

out and make effective the instructions of the Atlanta convention, which declared that both for harmony and practicability the pipe fitting trade should be represented in the American Federation of Labor, also in the Building Trades Department, by one general association of the pipe fitting industry, namely, the United Association of Plumbers, Gas Fitters, Steam Fitters and Steam Fitters' Helpers of the United States and Canada."

THE FOLLOWING IS THE JURISDICTION OF WORK OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA:

1. All piping for plumbing, water, waste, floor drains, drain grates, supply, leader, soil pipe, grease traps, sewerage and vent lines.

2. All piping for water filters, water softeners, water meters and the setting of same.

3. All cold, hot and circulating water lines, piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the above mentioned equipment.

4. All water services from mains to buildings, including water meters and water meter foundations.

5. All water mains from whatever source, including branches and fire hydrants, etc.

6. All down spouts and drainage, areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc.

7. All liquid soap piping, liquid soap tanks, soap valves, and equipment in bath and washrooms, shower stalls, etc.

8. All bathroom, toilet room and shower room accessories, i. e., towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.

9. All lawn sprinkler work, including piping, fittings, and lawn sprinkler heads.

10. All sheet lead lining for X-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flashings in connection with the pipe fitting industry.

11. All fire stand pipes, fire pumps, pressure and storage tanks, valves, hose racks, fire hose, cabinets and accessories, and all piping for sprinkler work of every description.

12. All block tin coils, carbonic gas piping, for soda fountains and bars, etc.

13. All piping for railing work, and racks of every description, whether screwed or welded.

14. All piping for pneumatic vacuum cleaning systems of every description.

15. All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil, or gas, used in connection with railway cars, railway motor cars, and railway locomotives.

16. All marine piping, and all piping used in connection with ship building and ship yards.

17. All power plant piping of every description.

18. The handling, assembling, and erecting, of all economizers, super-heaters, regardless of the mode or method of making joints, hangers, and erection of same.

19. All internal and external piping on boilers, heaters, tanks, and evaporators, water legs, water backs and water grates, boiler compound equipment, etc.

20. All soot blowers and soot collecting piping systems.

21. The setting, erecting, and piping, for all smoke consuming and smoke washing and regulating devices.

22. The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards, and other controls used in connection with power, heating, refrigerating, air conditioning, manufacturing, mining, and industrial work.

23. The setting and erecting of all boiler feeder water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers, and all piping for same in power houses, distributing and boosting stations, refrigeration, bottling, distilling, and brewing plants, heating, ventilating and air-conditioning systems.

24. All piping for artificial gases, natural gases, and holders and equipment for same, chemicals, minerals and by-products and refining of same, for any and all purposes.

25. The setting and erecting of all under-feed stokers, fuel burners, and piping, including gas, oil, powder fuel, hot and cold air piping, and all accessories and parts of burners and stokers, etc.

26. All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.

27. The setting and erection of all oil heaters, oil

coolers, storage and distribution tanks, transfer pumps, and mixing devices, and piping thereto of every description.

28. The setting, erecting and piping of all cooling units, pumps, reclaiming systems, and appurtenances, in connection with transformers, and piping to switches of every description.

29. All fire extinguishing systems, and piping, whether by water, steam, gas, or chemical, fire alarm piping, and control tubing, etc.

30. All piping for sterilizing, chemical treatment, deordorizing, and all cleaning systems of every description, and laundries for all purposes.

31. All piping for oil, or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.

32. All piping for power, or heating purposes, either by water, air, steam, gas, oil, chemicals, or any other method.

33. All piping, setting and hanging of all units and fixtures for air-conditioning, cooling, heating, roof cooling, refrigerating, ice making, humidifying, dehumidifying, dehydrating, by any method, and the charging and testing, servicing of all work after completion.

34. All pneumatic tube work, and all piping for carrying systems by vacuum, compressed air, steam, water, or any other method.

35. All piping to stoves, fire grates, blast and heating furnaces, ovens, driers, heaters, oil burners, stokers and boilers and cooking utensils, etc., of every description.

36. All piping in connection with central distributing filtration treatment stations, boosting stations, waste and sewage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basins, filter basins, settling basins, and aeration basins.

37. All process piping for refining, manufacturing, industrial, and shipping purposes, of every character and description.

38. All air piping of every description.

39. All temporary piping of every description in connection with building and construction work, excavating and underground construction.

40. The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduits and boxes, used in connection with pipe fitting industry.

41. The handling and setting of boilers, setting of

fronts, setting of soot blowers, and attaching of all boiler trimmings.

42. All pipe transportation lines for gas, oil, gasoline, fluids and liquids, water aqueducts, and water lines, and booster stations of every decription.

43. All acetylene and arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints, or any other mode or method of making joints in connection with the pipe fitting industry.

44. Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method.

45. All methods of stress relieving of all pipe joints made by every mode or method.

46. The assembling and erecting of tanks, used for mechanical, manufacturing, or industrial purposes, to be assembled with bolts, packed, or welded joints.

47. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipe fitting industry.

48. The operation, maintenance, repairing, servicing and dismantling of all work installed by journeymen, members of the United Association.

49. All piping for cataracts, cascades, i.e., (artificial water falls), make-up water fountain, captured waters, water towers, cooling towers, and spray ponds, used for industrial, manufacturing, commercial, or for any other purposes.

50. Piping herein specified means pipe made from metals, tile, glass, rubber, plastics, wood, or any other kind of material, or product manufactured into pipe, usable in the pipe fitting industry, regardless of size or shapes.

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GENERAL RULES GOVERNING DEPARTMENTS OF THE AMERICAN FEDERATION OF LABOR

As adopted by the Philadelphia, Pa., Convention, November 9 to 21, Inclusive, 1914, Duly Ratified by the Building Trades Department, A. F. of L., November 23 to 25, Inclusive, 1914

Section 1. For the greater development of the labor movement, Departments subordinate to the American Federation of Labor are to be established from time to time as in the judgment of the American Federation of Labor, or of its Executive Council, may be deemed advisable. Each Department is to manage and finance its own affairs.

Sec. 2. To be entitled to representation in any Department, organizations eligible to join it must first be and remain in affiliation to the American Federation of Labor.

Sec. 3. To be entitled to representation in local councils or railway system federations of Departments, local unions are required to be part of affiliated national or international unions affiliated to Departments, or directly affiliated to the American Federation of Labor. Said local unions shall first be and remain in affiliation to central labor unions chartered by the American Federation of Labor.

Sec. 4. The fundamental laws and procedure of each Department are to conform to, and be administered in, the same manner as the laws and procedure governing the American Federation of Labor. No Department, local council, or railways system federation of same shall enact laws, rules or regulations in conflict with the laws and procedure of the American Federation of Labor, and in the event of change of laws and procedure of the latter, Departments, local councils and railway system federations are to change their laws and procedure to conform thereto.

Sec. 5. Each Department to be considered the official method of the American Federation of Labor for transacting the portion of its business indicated by the name of the Department, in consequence of which affiliated and eligible organizations should be part of their respective Departments and should comply with their actions and decisions, subject to appeal therefrom to the Executive Council and the convention of the American Federation of Labor. When an organization has interests in Departments other than the one of its principal affiliation in which it shall pay per capita tax upon its entire membership, it is to be represented in and pay per capita tax to the other Departments upon the number of members whose occupations come under such other Departments, but this in no instance shall be less than 20 percent of the membership upon which it pays its per capita tax to the American Federation of Labor.

Sec. 6. Departments of the American Federation of Labor are to have their headquarters located in the City of Washington, D. C., and if possible in the same building with the headquarters of the American Federation of Labor, unless there are reasons to the contrary satisfactory to the Executive Council of the American Federation of Labor.

Sec. 7. Departments of the American Federation of Labor shall hold their conventions in the same city where the Convention of the American Federation of Labor is held, at which time and place their laws and procedure shall be made to conform to the laws and procedure of the American Federation of Labor and go into effect the

first day of January immediately following, to conform to the date when the laws and procedure of the American Federation of Labor go into effect. For reasons of transportation, expediency and the methods of representation, the Railway, Metal Trades and Mining Departments may hold conventions at other dates and places, and in event said Departments shall authorize their executive boards to have said Departments' laws conform to the preceding portion of this section.

Sec. 8.* The Executive Council of the Department shall consist of not more than nine members, including the President thereof. This not to apply to or interfere with the procedure on this subject found to be essential in the Railway Department.

Sec. 9. The officers of each Department shall report to the Executive Council of the American Federation of Labor that the Department has conformed to the laws, procedure and actions of the American Federation of Labor as they affect each Department.

Sec. 10. In the Building and Construction Trades Department (on the basis of its law of 1913), organizations having seven or more delegates, each such delegate shall on roll call be entitled to two votes. A roll call shall be held upon the demand of one-fourth of all delegates whose credentials have been accepted and who have been seated in the Conventions.

Sec. 11. The officers of the various Departments shall submit a quarterly report to the Executive Council of the American Federation of Labor of the work done by their Department, and its general conditions.

Sec. 12. At all regular meetings of the Executive Council of the American Federation of Labor, there shall be present, during some period of the Council meeting, the executive officer or officers of each Department, to take up with the Council matters that may be of mutual interest.

Sec. 13. A page of each issue of the American Federationist to be available to and to be used by each Department for official report or for publication of some subject identified with the Department, each Department to designate its officer to submit the report.

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*Note: The increase in the Executive Council of the Department was approved by the Officers of the American Federation of Labor.

CONSTITUTION, BUILDING AND CONSTRUCTION TRADES DEPARTMENT, A. F. OF L.

PREAMBLE

That a concrete organization may be formed uniting the working of the Building Industry, the American Federation of Labor, at the Norfolk, Va., Convention, November 11 to 12, inclusive, 1907, adopted the following:

RESOLUTION

"That a Department of Building Trades of the A. F. of L. be created, said Department to be charteded by the A. F. of L. and to be composed of bona fide national and international building trades organizations, duly chartered as such by the A. F. of L.; and to be given autonomy over the building trades with authority to issue charters to local building trades; said sections and central bodies to be affiliated with the A. F. of L., to be composed of bona fide local unions and recognized as such in the building trades."

CONSTITUTION AND BY-LAWS

Section 1. This organization shall be known as the Building and Construction Trades of the American Federation of Labor, and shall be composed of national and international buildings and construction trades organizations, recognized as such, duly and regularly chartered by the American Federation of Labor. Membership shall be confined to national and international building and construction trades organizations that are affiliated with the American Federation of Labor, and which are universally employed in the building and construction industry, either in erection, repair, alteration or demolition.

Sec. 2. The object of this body shall be the encouragement and formation of local organizations of building and construction trades men, and the conferring of such power and authority upon the several locals of this Department as may advance the interest and welfare of the building industry; to adjust trade disputes along practical lines as they may arise from time to time and to create a more harmonious feeling between the employer and employee; to issue charters to national and international unions, state and local building and construction trade councils for the purpose of attending to buildings and construction trades matters.

Sec. 3. Recognizing the justice of trade jurisdiction, we aim to guarantee to the various branches of the building and construction industry control of such work as rightfully belongs to them, and to which they are justly entitled.

Sec. 4. The annual Convention of this Department shall be held immediately prior to the convention of the American Federation of Labor each year, in such city as may have been selected by the American Federation of Labor. Special Conventions may be called by the President should a majority of the affiliated national and international organizations so request.

Sec. 5. The basis of representation in the Convention shall be: From national or international unions of less than 4000 members, one delegate; 4000 or more, two dele-

gates; 8000 or more, three delegates; 16,000 or more, four delegates; 32,000 or more, five delegates, and so on. Organizations having seven or more delegates, each such delegate shall on roll call be entitled to two votes. A roll call shall be held upon the demand of one-fourth of all delegates whose credentials have been accepted and who have been seated in the Convention.

Sec. 6. The delegates shall be elected at least thirty days previous to the convention, and the names of such delegates shall be forwarded to the Secretary-Treasurer of the Department immediately after election.

Sec. 7. No organization that has seceded, or been expelled or suspended by this Department, the American Federation of Labor, or by any national or international organization connected therewith, or any local that refuses to join the national or international of its trade, shall, while under such penalty, be allowed representation or recognition in this Department, or in any local or state council under penalty of suspension of the body violating this section.

Sec. 8. No organization shall be entitled to representation unless such organization is in good standing in the American Federation of Labor, and shall have applied for and received a certificate of affiliation in the Building and Construction Trades Department at least three months prior to the convention of this Department, and no person shall be recognized as a delegate whose national or international organization is not affiliated with this Department.

Sec. 9. The President shall be elected quadriennially and eight vice-presidents annually by ballot; they shall constitute the Executive Council. No two members can be selected from the same organization. The Executive Council, by majority vote, shall have power to remove for cause after due trial, any officer of the Department.

The Secretary-Treasurer shall be elected quadriennially. In addition to his duties as Secretary-Treasurer of the Department, he shall act as Secretary of the Executive Council, but shall not be a member thereof.

Sec. 10. The President and Secretary-Treasurer shall be members of the succeeding convention in case they are not delegates, but without vote, and shall be eligible for re-election.

Sec. 11. All elective officers shall be members in good standing of their respective organizations.

Sec. 12. The terms of the officers of this Department shall end on the first day of January, following the Convention.

Sec. 13. The President and Secretary-Treasurer shall maintain suitable offices in the City of Washington, D. C., at headquarters of the American Federation of Labor, for the transaction of the business of the organization.

Sec. 14. The fiscal year of the Department shall close on June 30th of each year. All books and financial accounts shall at all times be open to the inspection of the President and Executive Council.

Sec. 15. All permanent salaried officers of this Department shall devote their exclusive time to its interests.

Sec. 16. The President shall preside at all Conventions and Executive Council meetings, and exercise supervision of the Department throughout its jurisdiction. He shall be empowered to issue such orders by and with the consent of the Executive Council of the Department to any and all local councils that are necessary to enforce the aims and objects of the Building and Construction Trades Department as specified in Sections 2 and 3 of the Constitution and By Laws. He shall sign all official documents, orders on the Secretary-Treasurer, attend the regular Convention of the American Federation of Labor as the official representative of this Department and devote his exclusive time for the advancement of the best interests of the Department. He shall receive for his services such remuneration as may be determined upon from time to time by the annual convention. If the President be not a delegate, he is to have the deciding vote in case of a tie.

Sec. 17. The members of the Executive Council shall assist the President in the performance of his duties.

Sec. 18. The Secretary-Treasurer shall keep a correct record of the proceedings of the Convention and meetings of the Executive Council; he shall keep a list of all officers of the affiliated organizations; he shall furnish all affiliated organizations with a quarterly financial statement of all business transacted, and shall conduct all official correspondence pertaining to the Department; he shall have full charge of the financial affairs of the Department, and shall keep an itemized account of all expenditures and be prepared to submit his books and other accounts to the certified public accountant each quarter or at the direction of the Executive Council; he shall receive for his services such remuneration as may be determined upon from time to time by the annual Conventions; he shall not be allowed to leave headquarters on official business without the consent of the President; he shall furnish within four weeks after his election a bond, to be approved, and the amount fixed by the Executive Council, for the faithful performance of his duties as Secretary-Treasurer of the Department; the expenses of bond shall be borne by the organization.

Sec. 19. Regular meetings of the Executive Council shall be held quarterly at such places as the Council, in its judgment, may deem wise to select. Special meetings may be held in the interim, should occasion arise that may demand the instant assembling of the Council, by a call of the President, or by a written request of and signed by four (4) members of said Executive Council.

Sec. 20. The revenue for the support of this Department shall be derived from an initiation fee of the national or international unions of one hundred ($100.00) dollars each; the sale of supplies and by a per capita tax of three-fourths (¾) of one cent per member per month upon members of all affiliated national and international organizations; sale of supplies to local and state Councils and charter fees which shall be $10.00.

Sec. 21. Between Conventions the Executive Council shall have authority to levy an assessment of not more than one cent per member on the entire membership when the funds on hand are inadequate to meet the running expenses of the Department.

The funds of the Building and Construction Trades Department, American Federation of Labor, shall not be appropriated or used for any purpose other than for the maintenance of the Department as prescribed by this Constitution.

Sec. 22. The Executive Council shall have power to suspend any affiliated or-

ganization failing to pay per capita tax or assessments within three months after same are due.

Sec. 23. The President shall receive as compensation a salary of $20,000 per year.

Sec. 24. The Secretary-Treasurer shall receive as compensation a salary of $15,000 per year.

Sec. 25. The members of the Executive Council shall be allowed transportation and $15.00 per day hotel and incidental expenses while attending the meetings of the Executive Council or when under assignment by the President of the Department.

Sec. 26. Each applicant organization desiring to affiliate shall be required to submit a written statement covering the extent and character of its trade jurisdiction and when allowed by the Executive Council and approved by the general Convention, no encroachment by other trades will be countenanced or tolerated.

Sec. 27. On receipt of claims of jurisdiction from organizations desiring to affiliate, the Secretary-Treasurer shall send a copy of the same to affiliated organizations. Should a conflict in jurisdiction occur, the parties in interest shall hold a joint conference within ninety days, and endeavor to adjust their differences, and if no adjustment has been reached within the prescribed time, the disputed points shall be referred to the next convention of this Department for a decision, and the award shall be binding upon all affiliated organizations.

Sec. 28. In the event of an appeal being taken from a decision of this Department to the Executive Council of the A. F. of L., notice of same shall be made to the President of the Department and to the President of the A. F. of L. within ninety days of the date when the parties in interest are officially notified of the decision of the Department on which appeal is based.

That all appeals taken by international or national organizations from decisions rendered by the Department must be submitted first to the Executive Council of the American Federation of Labor (the first Court of Appeals) and thence from said first Court of Appeals to the Convention of the American Federation of Labor, following the decision of the Building and Construction Trades Department.

Sec. 29. The following committees, consisting of five (5) members, shall be appointed by the President:

1. Rules and Order of Business.
2. Report of President.
3. Report of Secretary-Treasurer.
4. Report of Executive Council.
5. Resolutions.
6. Laws.
7. Organization.
8. Adjustment.
9. State and Local Organizations.

Sec. 30. The President shall direct the chief executive officers of three national or international unions, at least ten days previous to the holding of the annual Conven-

tions, to appoint one delegate each from their respective delegations-elect, who shall compose the Credential Committee. This committee shall meet at such place and at such time as the President of the Department may determine is necessary for the proper performance of their duty; and they shall determine from the accounts of this Department for the preceding twelve months and in accordance with Sections 7 and 8 of this Constitution the eligibility of delegates and report upon credentials immediately upon the opening of the Convention. The expenses of said committee shall be paid out of the funds of the Department. In no case, however, shall a member of the Executive Council be considered eligible to serve on the Credential Committee.

Sec. 31. Resolutions of any character or propositions for changes in this Constitution cannot be introduced in the Convention after 12 o'clock noon of second day's session, except by unanimous consent.

Sec. 32. The Convention shall have power to order an executive session at any time.

Sec. 33. None other than members of a bona fide trade union shall be permitted to address the Convention or read papers therein, except by a two-thirds vote of the Convention.

Sec. 34. The rules and order of business governing the preceding Convention shall be in force from the opening of any Convention of this Department until new rules have been adopted.

Sec. 35. A quorum for the transaction of business shall consist of not less than a majority of the delegates attending the Convention.

Sec. 36. No grievance shall be considered by any Convention that has been decided by a previous Convention, except upon the recommendation of the Executive Council, nor shall any grievance be considered where the parties thereto have not previously held a conference and attempted to adjust the same themselves.

Rules of Order

1. Call to order.
2. Presenting credentials.
3. Report of committee on credentials.
4. Roll call of delegates.
5. Reading of minutes.
6. Appointment of standing committees.
7. Reports of Officers.
8. Reports of standing and special committees.
9. Unfinished business.
10. New business.
11. Election and installation of Officers.
12. Adjournment.

SECTION 37

Plan for National Joint Board for Settlement of Jurisdictional Disputes

In consideration of the mutual promises and covenants herein contained, it is

agreed by and between the parties hereto as follows:

Article I

Effective Date

Sec. 1. This agreement shall take effect on May 1, 1948, and shall remain in force and effect until December 31, 1948, and shall continue in effect for each year thereafter unless terminated as provided for herein. Changes or amendments to this agreement may be made as provided for herein.

Sec. 2. Any party signatory to this agreement desiring to change or terminate this agreement shall notify the other party in writing at least thirty (30) days prior to the 31st day of December of any year. When notice for change is given, the nature of the changes desired must be specified in the notice. This agreement shall be subject to change at any time by mutual consent of the parties hereto. Any changes agreed upon shall be reduced to writing and signed by the parties hereto, the same as this agreement.

Article II

Establishment of Board

Sec. 1. There shall be established a National Joint Board for the Settlement of Jurisdictional Disputes in the building and construction industry to be composed of an impartial chairman, two (2) members selected by the Building and Construction Trades Department of the A. F. of L., and two members selected by the employers, one of whom shall be a member of the participating general contractors of the industry and one representing the participating national associations of specialty contractors in the construction industry.

Sec. 2. There shall be set up a labor and industry pool of twenty-four. The twelve industry pool members shall be selected by the various participating employers associations and shall represent employers of members of the building and construction trades organizations affiliated with the Building and Construction Trades Department; the twelve members of the labor pool shall consist of the Vice-Presidents of the Building and Construction Trades Department of the A. F. of L., and four (4) General Presidents of National and International Unions affiliated with the Building and Construction Trades Department.

Selection from Pools of Labor and Industry Membership to Sit with Chairman

Sec. 3. When a dispute has been referred to the Joint Board, the Chairman of the Joint Board shall select from the industry and labor pools, subject to the approval of the labor and industry members of the Board of Trustees, two (2) men from each who shall sit with the Chairman and pass judgment and render a decision on any matters pertaining to jurisdictional disputes which are referred to the Joint Board. In making these selections from the industry and labor pools, two men from each pool as provided for in Section 1, Article II, shall be selected who are in no way connected with or involved in the dispute which is to be acted upon the Joint Board.

Article III

Board of Trustees

Sec. 1. There shall be established a Board of Trustees. The Board of Trustees shall consist of the Joint Board Chairman, four (4) labor members and four (4) employer members, two of the employer members shall be representatives of general contractors and two of the employer members shall be representatives of specialty contractors, selected by the participating parties to this agreement.

The industry and labor members of the Board of Trustees shall have the duty of selecting the impartial chairman provided for in Section 1 of Article II of this agreement.

The Board of Trustees as provided for herein shall in all cases first investigate the claims of the disputing parties to determine whether or not a disposition thereof has been made by a previous decision of record or by recorded agreement between the parties to the present dispute, and issue a ruling as to the decision or the agreement governing in the case. For this purpose, all agreements and decisions recognized under the provisions of the constitution of the Building and Construction Trades Department shall be considered as constituting the record.

The Board of Trustees shall prepare annually a budget of the necessary expenses for the following twelve (12) months, and shall submit the same to the Building and Construction Trades Department, A. F. of L., and to the National Associations of Employers, signatory to this agreement, for approval. The total amount of the budget when approved shall be subscribed annually in advance, fifty (50) per cent by the Building and Construction Trades Department, A. F. of L., and fifty (50) per cent by the participating National Associations of Employers, signatory to this agreement. All expenditures shall be within the approved budget, and the Board of Trustees shall have complete supervision over the same and shall render an annual report to the Building and Construction Trades Department, A. F. of L., and to participating employers associations.

Joint Board Rules and Regulations

The Chairman and Board of Trustees shall have the authority to establish such procedural regulations and administrative practices as may be required for the effective administration of this agreement provided such regulations and practices are consistent with the expressed terms of this agreement.

Sec. 2. It is understood that in signing this agreement the parties agree to bear their appropriate share of the Joint Board's expense and to furnish their representatives on the Joint Board, the labor and industry pools provided for in this agreement.

Article IV

Duties of the Joint Board

Sec. 1. It shall be the duty of the Joint Board to consider and decide all cases of jurisdictional disputes in the building and construction industry which are referred to it by any of the International Unions involved in the dispute, or an employer directly affected by the dispute on the work in which he is engaged; or by a participating organization representing such employer.

Article V

Joint Board Procedure

Sec. 1. When a dispute is filed with the Board, the Chairman thereof shall immediately notify the President of the Building and Construction Trades Department of the existence of such dispute and the President of the Department shall call a conference of the General Presidents involved for the purpose of bringing about an agreement. If a satisfactory agreement is concluded, the President of the Department shall immediately submit to the Chairman of the Board a copy of the agreement reached, properly signed by the contesting parties and attested by the President of the Department. The terms and provisions of this aforesaid agreement shall remain in effect as per the provisions of the Constitution of the Department. In the event the dispute is not settled by agreement between all the parties involved at the end of ten (10) days, the Chairman of the Joint Board shall docket the case for hearing and decision in accordance with the procedure hereinafter outlined.

Sec. 2. In the event any party to a dispute fails to present their case within the stated time, the Joint Board shall, nevertheless, proceed with the case and make its decision on the basis of the evidence presented.

Sec. 3. When the Board of Trustees finds a dispute has not been settled by a decision or agreement of record, the Chairman of the Board shall notify all General Presidents of national and international unions affiliated with the Building and Construction Trades Department and participating employers organizations, stating the controversy which is to be considered and allow all parties interested to present evidence, orally or by brief or both. The Joint Board shall give thirty (30) days notice of the date set for hearing. Briefs shall be submitted and exchanged by all parties to the dispute at least ten (10) days prior to the hearing date.

Making Decisions

Sec. 4. The Joint Board shall in every instance consider all pertinent evidence, and shall render decision, if possible, within ten (10) days after the conclusion of the hearings. Copies of the Joint Board's decision shall be sent to all parties signatory to this agreement.

Sec. 5. Any decision or interpretation by the Joint Board shall immediately be accepted and complied with by all parties signatory to this agreement.

It is understood only those contractors who employ members of the organizations affiliated with the Building and Construction Trades Department of the A. F. of L., shall be considered as bound by this agreement when they have signed a stipulation setting forth that they are willing to subscribe to and be bound by the terms and provisions of this agreement.

Article VI

Local Settlements

Sec. 1. In any community or area where a plan for the settlement of jurisdictional disputes which has been recognized by the Building and Construction Trades Department now exists, it shall be used in the first instance to bring about an agree-

ment or settlement. However, any such local settlement or agreement shall only apply to the particular job in question, and an appeal therefrom may be taken directly to the Joint Board by any of the parties as provided for in Section 1 of Article IV.

Article VII

Continuance of Work

Sec. 1. Pending a decision by the Board or such settlement as may be arrived at through the offices of the Building and Construction Trades Department, A. F. of L., there shall be no stoppage of work arising out of any jurisdictional dispute.

Members of organizations affiliated with the Building and Construction Trades Department shall continue to work on the basis of their original assignments, provided no employer will assign employes to perform work contrary to decisions or agreements of record.

Article VIII

Sec. 1. It is the sense of the parties hereto that the members and chairman of the Joint Board shall tender to the National Labor Relations Board, their services as expert witnesses in any hearing held by the Board under the provisions of Section 10 (k) of the National Labor Relations Act, as amended, and that no fees shall be charged for such service beyond the statutory witness fees and mileage allowance.

Sec. 38. Amendments to Constitution can be made only by a majority vote during the annual convention.

Sec. 39. Obligation of Officers:

I.....pledge my honor as a man that I will to the best of my ability, fulfill the duties devolving upon me as an officer of this Department, and that I will act in my assigned capacity for the general benefit of the members, and that I will turn over to my successor all funds, books, records and properties in my possession at the expiration of my official term.

CONSTITUTION AND BY-LAWS TO GOVERN LOCAL COUNCILS

Section 1. This organization shall be known as the Building and Construction Trades Council of.....and vicinity.

Sec. 2. The jurisdiction of this council shall completely cover the building and construction industry either in erection, repair, alteration or demolition, and this council is endowed with full autonomy over all matters affecting all workmen engaged in said industry, when in conformity with the laws and decisions of the Building and Construction Trades Department.

Sec. 3. Membership in this council shall be confined to local unions in good standing with international unions affiliated with the Building and Construction Trades Department, which local unions must be accepted on application; provided said unions are not under agreement to work for members of Employers' Association exclusively.

No local council chartered by the Building and Construction Trades Department shall enter into any agreement with a contractors' or employers' association that provides for compulsory arbitration of disputes between journeymen and their employers or that requires members of affiliated unions to work with non-union men or forbids the sympathetic strike; nor shall a local council of the Building and Construction Trades Department enter into any agreement with an association of employers unless such agreement has been submitted to and approved by the majority of the membership of its affiliated unions present and voting in a referendum ballot.

Sec. 4. Affiliation of local unions by their national or international unions with this local council shall be required, and affiliation with central labor unions chartered by the American Federation of Labor where such central bodies exist shall be a qualification for membership in this council.

Sec. 5. District councils or conference boards shall be formed where two (2) or more local unions of an affiliated international organization exist under the jurisdiction of this council. The representation to the local councils shall come through said district council or conference board, and all business between the council and affiliated organizations shall be done through the said district councils or conference boards of the different organizations.

Sec. 6. Representation in this council shall be as follows:

100 members or less	2 delegates
200 members or more	4 delegates
400 members or more	5 delegates
800 members or more	6 delegates
1,600 members or more	7 delegates
3,200 members or more	8 delegates
6,400 members or more	9 delegates
12,800 members or more	10 delegates

In no case shall more than ten delegates be allowed any trade.

Sec. 7. Delegates to this council shall be journeymen commanding the current

rate of wages and members in good standing in their local unions for a period of not less than six months. Officers or business agents shall be considered journeymen provided they are under salary as such by their local union.

Sec. 8. Credentials of delegates shall be furnished by local unions on official stationery and shall be signed by the President and Secretary and bear the seal of the local.

Sec. 9. The meetings of this council shall be held at such time and place as may be determined upon from time to time by majority vote of the delegates, but notice for change must be given all locals at least two weeks prior to subject being disposed of.

Sec. 10. Special meetings may be called by the President on the written request of the executive board or that of a quorum, which request shall set forth the business to be disposed of; provided, however, that no other business will be considered or acted upon excepting that specified in the call.

Sec. 11. A quorum shall consist of one-third of the delegates to the council; provided they represent one-half of the affiliated trades.

Sec. 12. The officers of the council shall consist of President, Vice-President, Secretaries, Treasurer, Sergeant-at-Arms and three (3) Trustees, and Business Agents when deemed necessary. It shall be optional with the local council, if it desires to consolidate the office of Secretary and Treasurer. No two members of the same local union affiliated with an International Union can be selected to hold office in the local Building and Construction Trades Council.

Sec. 13. Delegates qualified to hold any of the above offices in the local councils must be members in continuous good standing in their local unions for a period of at least twelve months prior to their election as delegates and must be qualified building trades men.

Sec. 14. The President shall preside at the meetings, preserve order, enforce the constitution and by-laws and see that the other officers perform their duties in accordance with the laws of this Department and its local council.

Sec. 15. The Vice-President shall, in the absence of the President, perform all duties appertaining to the office of the President.

Sec. 16. The Recording and Corresponding Secretary shall keep a record of the proceedings of the council, and attest all orders signed by the President. He shall be custodian of the records and seal of the council. He shall furnish each affiliated union with a copy of the proceedings of the council, and he shall perform such other duties as are elsewhere indicated in this constitution and assigned him by the council. He shall receive such salary as the council, by motion or resolution, may determine.

Sec. 17. The Financial Secretary shall receive all dues and money to be paid to the council and pay the same over to the Treasurer, taking his receipt therefor. He shall keep an accurate account of all moneys received and expended. He shall issue all orders for the payment of bills ordered by the council, the same to be attested by the signatures of the President and the Recording and Corresponding Secretary. He shall make quarterly financial reports to the council. He shall notify all unions in arrears,

and he shall receive such salary as the council, on motion or resolution, may determine; provided that it be not less than $1.00 per annum to insure the legality of the bond.

Sec. 18. The Treasurer shall receive from and receipt for all moneys paid to him by the Financial Secretary, and disburse the same upon the order of the council. He shall keep an account of all moneys received and expended and produce his books for inspection whenever called upon by the Board of Trustees. He shall not retain more than one hundred dollars ($100.00) in his possession at any one time, and shall deposit all moneys or funds in such banks, as the council may designate. He shall furnish such bonds as the council may require and receive such salary as the council, by motion or resolution, may determine; provided that it be not less than $1.00 per annum to insure the legality of the bond.

Sec. 19. The Sergeant-at-Arms shall maintain order and perform such other duties as the local council may direct.

Sec. 20. The Executive Board shall consist of one delegate from each affiliated trade, and the President and Secretary, who shall officiate as such and shall be entitled to a voice, but no vote, except in case of a tie, when the President shall cast the deciding vote.

Sec. 21. The duties of the Executive Board shall be to attend to any business assigned to it by the local council in accordance with the laws and decision of the Building and Construction Trades Department.

Sec. 22. The Trustees shall have supervision over all funds and property of the local council. They shall see to it that the financial officers are properly bonded, and that the funds of the local council are placed in such bank as is selected by the local council as its depository in the name of the local council, and such funds cannot be withdrawn except through checks regularly drawn and signed by the proper officers. They shall audit the books of the officers at the end of each fiscal quarter and submit a statement of said audit within two weeks after the close of the fiscal quarter. The local council shall send a copy of such audits to the Secretary-Treasurer of the Department.

Sec. 23. The Secretary-Treasurer of the Department may, at any time, either in person or by deputy, examine and take possession of the books of the local council, and in case of the dissolution of a local council, all moneys and other properties in possession of the local council shall immediately be forwarded to the general office in such manner as the Secretary-Treasurer of the Department shall direct.

Sec. 24. No delegate shall be eligible to hold any office in this council unless his organization shall have paid all its indebtedness to the local council up to the first day of the current quarter.

Sec. 25. Local councils shall elect officers for a minimum term of one year or for a maximum term of three years, the election to take place at the last meeting in January or July, as designated by the laws of the local council.

Sec. 26. The election shall be by ballot and it shall require a majority of all votes cast to elect officers.

Sec. 27. All elections of officers and representatives of this council shall be conducted in the following manner: The President shall appoint two tellers to oversee the deposit of ballots and to count the vote. The Recording Secretary shall call the roll of

delegates present, as indicated by the roll, and as their names are called the delegates shall advance and deposit their ballots. After the balloting has ceased the tellers shall count and report the vote. If the number of ballots cast is in excess of the number of members present the President shall declare the ballot void and a new ballot taken until the President can declare the ballot fair.

Sec. 28. Officers shall hold office for the period of their election and until their successors are qualified.

Sec. 29. Before the officers shall enter upon their duties the President shall deliver the following obligation:

OBLIGATION OF OFFICERS:

I, ..., pledge my honor as a man that I will to the best of my ability, fulfill the duties devolving upon me as an officer of this council, and that I will act in my assigned capacity for the general benefit of the members, and that I will turn over to my successor all funds, books, records and properties in my possession at the expiration of my official term.

Sec. 30. Vacancies in office may be filled by appointment pro tem, or by election, as the majority of the delegates may direct.

Sec. 31. The revenue of the Council shall be derived from an affiliation fee of $5.00, the sale of working cards, issued quarterly to local unions, they to pay only on such members as are employed on building and construction work, and those who are engaged in the manufacture, assembling or fabrication of building materials, charges for them to be left to the local Council, and by assessments to cover unavoidable deficits which first must receive the approval of the President of the Building and Construction Trades Department, and then to be submitted and have the approval by referendum vote of the affiliated organizations.

Sec. 32. Disbursments from the funds of the council shall be for hall rent, stationery, printing, supplies, salaries and the current expenses of the council.

Sec. 33. Trial of any delegate represented in the council who does or performs any act injurious to the council or to the labor interests generally may be prosecuted in the manner provided as follows:

Charges shall first be preferred by a member of this council in writing, stating the offense committed, and a copy thereof be forwarded to the accused. Such charges shall be referred to the exeutive board, who shall investigate the charges made and report without unnecessary delay in the following words: "There seems to be no foundation for the charge," or "There seems to be foundation for the charge." The council shall convene in regular or special session; the delegates sitting as jurors to try the defendant. If found guilty by two-thirds vote, the delegate shall stand suspended and his case at once be referred to his union for trial. Said union shall be furnished with a copy of the charges and the names and addresses of witnesses examined.

Sec. 34. Demands for increased wages or reduction of hours must be submitted to the local council for endorsement, after approval of the national or international union interested has been obtained, and under no consideration shall a local union of unions of any organization affiliated with this Department be allowed to inaugurate strikes without the local council's consent.

Sec. 35. Before a strike can be called against a general contractor fair to union labor, doing an interstate or local business, or any sub-contractor doing business for said general contractor, and union conditions prevail throughout, the matter in dispute must be submitted to the President of this Department and to the presidents of the international unions involved, before any action can be taken by a local council.

Local councils affiliated to this Department shall be prohibited from calling a strike against any general contractor fair to union labor, doing an interstate or local business, to correct any grievance of a jurisdictional nature, before getting the sanction of the President of this Department, and that of the presidents of the international unions directly involved affiliated to this Department.

Sec. 36. Strikes must be called by the council or executive board in conformity with the foregoing action. When strikes are called, the council shall have full jurisdiction over the same, and any contractor who works on a struck job, or employs non-union men to work on a struck job, shall be declared unfair and all union men shall be called off from his work or shop.

The business agent of the council shall have the power to order all strikes when instructed to do so by the council or executive board. Any member of an affiliated craft who refuses to stop work when ordered to do so by the business agent of the council, shall be reported to the council. All employes on a struck job shall leave the same when ordered to do so by the business agent, and remain away from the same until such time as a settlement is made or otherwise ordered by an official act of the local council, and if any international officer or an affiliated organization issued any adverse or nullifying order thereto, he shall also jointly serve the local Building and Construction Trades Council with a duplicate copy thereof.

SECTION 37

Plan for National Joint Board for Settlement of Jurisdictional Disputes

In consideration of the mutual promises and covenants herein contained, it is agreed by and between the parties hereto as follows:

Article I

EFFECTIVE DATE

Sec. 1. This agreement shall take effect on May 1, 1948, and shall remain in force and effect until December 31, 1948, and shall continue in effect for each year thereafter unless terminated as provided for herein. Changes or amendments to this agreement may be made as provided for herein.

Sec. 2. Any party signatory to this agreement desiring to change or terminate this agreement shall notify the other party in writing at least thirty (30) days prior to the 31st day of December of any year. When notice for change is given, the nature of the changes desired must be specified in the notice. This agreement shall be subject to change at any time by mutual consent of the parties hereto. Any changes agreed upon shall be reduced to writing and signed by the parties hereto, the same as this agreement.

Article II

ESTABLISHMENT OF BOARD

Sec. 1. There shall be established a National Joint Board for the Settlement of Jurisdictional Disputes in the building and construction industry to be composed of an impartial chairman, two (2) members selected by the Building and Construction Trades Department of the A. F. of L. and two members selected by the employers, one of whom shall be a member of the participating general contractors of the industry and one representing the participating national associations of specialty contractors in the construction industry.

Sec. 2. There shall be set up a labor and industry pool of twenty-four. The twelve industry pool members shall be selected by the various participating employers associations and shall represent employers of members of the building and construction trades organization affiliated with the Building and Construction Trades Department; the twelve members of the labor pool shall consist of the Vice-Presidents of the Building and Construction Trades Department of the A. F. of L., and four (4) General Presidents of National and International Unions affiliated with the Building and Construction Trades Department.

SELECTION FROM POOLS OF LABOR AND INDUSTRY MEMBERS TO SIT WITH CHAIRMAN

Sec. 3. When a dispute has been referred to the Joint Board, the Chairman of the Joint Board shall select from the industry and labor pools, subject to the approval of the labor and industry members of the Board of Trustees, two (2) men from each who shall sit with the Chairman and pass judgment and render a decision on any matters pertaining to jurisdictional disputes which are referred to the Joint Board. In making these selections from the industry and labor pools, two men from each pool as provided for in Section 1, Article II, shall be selected who are in no way connected with or involved in the dispute which is to be acted upon by the Joint Board.

Article III

BOARD OF TRUSTEES

Sec. 1. There shall be established a Board of Trustees. The Board of Trustees shall consist of the Joint Board Chairman, four (4) labor members and four (4) employer members, two of the employer members shall be representatives of general contractors and two of the employer members shall be representatives of specialty contractors, selected by the participating parties to this agreement.

The industry and labor members of the Board of Trustees shall have the duty of selecting the impartial chairman provided for in Section 1 of Article II of this agreement.

The Board of Trustees as provided for herein shall in all cases first investigate the claims of the disputing parties to determine whether or not a disposition thereof has been made by a previous decision of record or by recorded agreement between the parties to the present dispute, and issue a ruling as to the decision or the agreement governing in the case. For this purpose, all agreements and decisions recognized under the provisions of the constitution of the Building and Construction Trades Department shall be considered as constituting the record.

The Board of Trustees shall prepare annually a budget of the necessary expenses for the following twelve (12) months, and shall submit the same to the Building and Construction Trades Department, A. F. of L., and to the National Association of Employers, signatofy to this agreement, for approval. The total amount of the budget when approved shall be subscribed annually in advance, fifty (50) per cent by the Building and Construction Trades Department, A. F. of L., and fifty (50) per cent by the participating National Association of Employers, signatory to this agreement. All expenditures shall be within the approved budget, and the Board of Trustees shall have complete supervision over the same and shall render an annual report to the Building and Contruction Trades Department, A. F. of L. and to participating employers associations.

JOINT BOARD RULES AND REGULATIONS

The Chairman and Board of Trustees shall have the authority to establish such procedural regulations and administrative practices as may be required for the effective administration of this agreement provided such regulations and practices are consistent with the expressed terms of this agreement.

Sec. 2. It is understood that in signing this agreement the parties agree to bear their appropriate share of the Joint Board's expense and to furnish their representatives on the Joint Board, the labor and industry pools provided for in this agreement.

Article IV

DUTIES OF THE JOINT BOARD

Sec. 1. It shall the duty of the Joint Board to consider and decide all cases of jurisdictional disputes in the building and construction industry which are referred to it by any of the International Unions involved in the dispute or an employer directly affected by the dispute on the work in which he is engaged; or by a participating organization representing such employer.

Article V

JOINT BOARD PROCEDURE

Sec. 1. When a dispute is filed with the Board, the Chairman thereof shall immediately notify the President of the Building and Construction Trades Department of the existence of such dispute and the President of the Department shall call a conference of the General Presidents involved for the purpose of bringing about an agreement. If a satisfactory agreement is concluded, the President of the Department shall immediately submit to the Chairman of the Board a copy of the agreement reached, properly signed by the contesting parties and attested by the President of the Department. The terms and provisons of this aforesaid agreement shall remain in effect as per the provisions of the Constitution of the Department. In the event the dispute is not settled by agreement between all the parties involved at the end of ten (10) days, the Chairman of the Joint Board shall docket the case for hearing and decision in accordance with the procedure hereinafter outlined.

Sec. 2. In the event any party to a dispute fails to present their case within the stated time, the Joint Board shall, nevertheless, proceed with the case and make its decision on the basis of the evidence presented.

Sec. 3. When the Board of Trustees finds a dispute has not been settled by a decision or agreement of record, the Chairman of the Board shall notify all General Presidents of National and International Unions affiliated with the Building and Construction Trades Department and participating employers organizations, stating the controversy which is to be considered and allow all parties interested to present evidence, orally or by brief or both. The Joint Board shall give thirty (30) days notice of the date set for hearing. Briefs shall be submitted and exchanged by all parties to the dispute at least ten (10) days prior to the hearing date.

MAKING DECISIONS

Sec. 4. The Joint Board shall in every instance consider all pertinent evidence, and shall render a decision, if possible, within ten (10) days after the conclusion of the hearings. Copies of the Joint Board's decisions shall be sent to all parties signatory to this agreement.

Sec. 5. Any decision or interpretation by the Joint Board shall immediately be accepted and complied with by all parties signatory to this agreement.

It is understood only those contractors who employ members of the organizations affiliated with the Building and Construction Trades Department of the A. F. of L., shall be considered as bound by this agreement when they have signed a stipulation setting forth that they are willing to subscribe to and be bound by the terms and provisions of this agreement.

Article VI

LOCAL SETTLEMENTS

Sec. 1. In any community or area where a plan for the settlement of jurisdictional disputes which has been recognized by the Building and Construction Trades Department now exists, it shall be used in the first instance to bring about an agreement or settlement. However, any such local settlement or agreement shall only apply to the particular job in question, and an appeal therefrom may be taken directly to the Joint Board by any of the parties as provided for in Section 1 of Article IV.

Article VII

CONTINUANCE OF WORK

Sec. 1. Pending a decision by the Board or such settlement as may be arrived at through the offices of the Building and Construction Trades Department, A. F. of L., there shall be no stoppage of work arising out of any jurisdictional dispute.

Members of organizations affiliated with the Building and Construction Trades Department shall continue to work on the basis of their original assignments, provided no employer will assign employes to perform work contrary to decisions or agreements of record.

Article VIII

Sec. 1. It is the sense of the parties hereto that the members and Chairman of the Joint Board shall tender to the National Labor Relations Board, their services as expert witnesses in any hearing held by the Board under the provisions of Section

10 (k) of the National Labor Relations Act, as amended, and that no fees shall be charged for such service beyond the statutory witness fees and mileage allowance.

Sec. 38. This Department shall adopt a universal working card, the same to be furnished by the Secretary of the Department to affiliated Councils. Where State Building and Construction Trades Councils exist, they shall be furnished to such State Councils for all local councils affiliated therewith; in all other cases they shall be supplied direct to local councils.

All applications for cards for State Councils must state the number of cards required for each local council, and the name of the local council to which such cards are to be issued.

No State Council shall issue working cards to any local council whose charter has been suspended or revoked by the Building and Construction Trades Department. Violation of this law by the State Building and Construction Trades Councils after proper notice by the Building and Construction Trades Department may be penalized by the suspension or revocation of the charter of the offending State Council, by the Executive Council of this Department.

All cards must have the emblem and name of this Department printed on the face thereof, the reverse side to represent the local council and the organization to which it is issued; the color of the card to be changed quarterly. The Secretary of the Department will select the color and notify the State and Local Councils at least once a year of color adopted. All local councils shall adopt the universal working card, which shall be carried by all affiliated members and to be paid for as the by-laws of the State or Local Council may determine; and no other cards shall be recognized by the affiliated trades on any job or building where they are employed.

Sec. 39. All members of the international organizations affilated with the Building and Construction Trades Department, working or going to work within the territorial jurisdiction of a sister council, are subservient to the laws and working rules thereof, and the universal working card of this Department must be recognized by all affiliated local councils.

Sec. 40. Affiliated national or international organizations shall have autonomy over the conduct of their respective members. Subordinate councils must submit or prefer charges to the Department, and if said charges are proved to be well founded, the national or international organizations shall be required to discipline the member or members responsible for such action.

No local council shall levy a fine upon an affiliated organization, but shall protest to the Executive Council of the Building and Construction Trades Department against any action by its affiliated locals that is detrimental to the welfare of the Building and Construction Trades Department.

Sec. 41. No local council can be disbanded so long as two organizations will continue their affiliation.

Non-Resident Members

Sec. 42. All members of international organizations affiliated with this Department, when working in the jurisdiction of a local council of this Department,

where there is no union of their trade, shall be under the jurisdiction of the local council and subject to its laws, and shall receive the protection and support of the said local council: Provided, That they shall report to the local council or its business agent before going to work within the jurisdiction of said local council, and pay such per capita or local dues as is charged to affiliated members of said council, and pay for the working card of the district.

Sec. 43. Local councils shall not discriminate against traveling or non-resident members that may be temporarily employed within their territorial jurisdiction.

Laws for State Bodies

Sec. 44. State councils may be formed and chartered by the Department in any state or territory of the United States or province of Canada, provided that a majority of the chartered local councils shall have made application therefor, and they shall have power to make their own laws in conformity with the laws of this Department.

PLAN FOR NATIONAL JOINT BOARD FOR SETTLEMENT OF JURISDICTIONAL DISPUTES

Approved by the Building and Construction Trades Department, A. F. of L., as per instructions of the fortieth annual convention and by the Associated General Contractors and committee representing the Specialty Contractors.

In consideration of the mutual promises and covenants herein contained, it is agreed by and between the parties hereto as follows:

Article I

Effective Date

Sec. 1. This agreement shall take effect on May 1, 1948, and shall remain in force and effect until December 31, 1948, and shall continue in effect for each year thereafter unless terminated as provided for herein. Changes or amendments to this agreement may be made as provided for herein.

Sec. 2. Any party signatory to this agreement desiring to change or terminate this agreement shall notify the other party in writing at least thirty (30) days prior to the 31st day of December of any year. When notice for change is given, the nature of the changes desired must be specified in the notice. This agreement shall be subject to change at any time by mutual consent of the parties hereto. Any changes agreed upon shall be reduced to writing and signed by the parties hereto, the same as this agreement.

Article II

Establishment of Board

Sec. 1. There shall be established a National Joint Board for the Settlement of Jurisdictional Disputes in the building and construction industry to be composed of an impartial chairman, two (2) members selected by the Building and Construction Trades Department of the A. F. of L., and two (2) members selected by the employers, one of whom shall be a member of the participating general contractors of the industry and one representing the participating national associations of specialty contractors in the construction industry.

Sec. 2. There shall be set up a labor and industry pool of 24. The 12 industry pool members shall be selected by the various participating employers' associations and shall represent employers of members of the building and construction trades organizations affiliated with the Building and Construction Trades Department; the 12 members of the labor pool shall consist of the Vice-Presidents of the Building and Construction Trades Department of the A. F. of L., and four (4) General Presidents of National and International Unions affiliated with the Building and Construction Trades Department.

Selection From Pools of Labor and Industry Members to Sit With Chairman

Sec. 3. When a dispute has been referred to the Joint Board, the Chairman of the Joint Board shall select from the industry and labor pools, subject to the approval of the labor and industry members of the Board of Trustees, two (2) men from each who shall sit with the Chairman and pass judgment and render a decision on any

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WORKING AGREEMENT

Between Local 1018

Brotherhood Painters, Decorators and

Paperhangers of America

and

Union Division Richmond Chapter

Painting and Decorating Contractors

of America

WORKING AGREEMENT

Between Local 1018

Brotherhood Painters, Decorators and

Paperhangers of America

and

Union Division Richmond Chapter

Painting and Decorating Contractors

of America

Brotherhood of Painters, Decorators and Paperhangers of America

Working Agreement

THIS AGREEMENT, entered into this day of , 1950, by and between

.....

hereinafter known as the Employer, and the Brotherhood of Painters, Decorators and Paperhangers of America, Local No. 1018, affiliated with the A. F. of L., hereinafter known as the Union.

WITNESSETH

For the purpose of a mutual understanding and in order that a harmonious relationship may exist between the Employer and the Union, and to the end that continuous and efficient service shall be rendered to the mutual benefit of the parties hereto, it is hereby agreed that:

ARTICLE I

Sec. 1. The Employer recognizes the Union as the sole Collective Bargaining Agency, for all it's employees engaged as painters, decorators and paperhangers, on all matters pertaining to terms and conditions of employment in the area over which the Union has jurisdiction, but nothing in this contract shall operate in contravention of any existing law.

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Sec. 2. The Union recognizes the Union Division of the Richmond Chapter of the Painting and Decorating Contractors of America, of Richmond, Virginia, as the sole Collective Bargaining Agency for all employers of Union painters, decorators and paperhangers on all matters pertaining to terms and conditions of employment for Union painters, decorators and paperhangers in the area over which the Union has jurisdiction, but nothing in this contract shall operate in contravention of any existing law or maintenance agreements.

ARTICLE II.

Sec. 1. A Joint Trade Board will be appointed by the contracting parties immediately upon the signing of this agreement. All matters of disagreement between the parties hereto must be submitted to the Joint Trade Board for decision. This Board to meet within forty-eight (48) hours after request is presented in writing to any member of the Board.

Sec. 2. If a violation of this agreement is alleged by the Union, it covenants that it will not call the men off the work, and that during the term of this contract there shall be no strike, slowdown or other interruption of the work of the Employer, and the Employer likewise agrees that there shall be no lockout during the term thereof, but the parties jointly covenant that all disputes arising under this contract shall be decided by the Joint Trade Board, or the hereinafter mentioned arbitration group as the case may be and that its decision will be accepted.

Sec. 3. The Joint Trade Board or the hereinafter mentioned Arbitration Group, as the case may be, shall have power to interpret this agreement and its decisions shall be final, conclusive

and binding on all parties to this agreement, but such Board or Arbitration Group shall have no power to add to, extend, or take from the rights, duties and obligations of the parties as expressed in this agreement.

Sec. 4. The Joint Trade Board shall be composed of three (3) Union contractors, members of the Union Division, Richmond Chapter of Painting and Decorating Contractors of America, and three (3) journeymen, members of the Painters Local Union 1018, each member of the Board to serve during the term of this agreement and all renewals or extensions thereof. The Union and the Union Division shall each select three (3) men to serve on the Joint Trade Board, and each may also appoint alternate members to serve on the board in the absence of the regular members appointed by it.

Sec. 5 On all matters coming before the Board for a decision, a majority vote of all of the members of the Board will rule. In this connection, however, it is understood and agreed that each group, that is the members appointed by the Union Division and the members appointed by the Union, shall always be entitled to cast an equal number of votes for or against any matter on which a vote is taken, the votes of each group to be divided equally among the members of that group who are present at the meeting. In case of a tie vote on any matter, the Board shall select a disinterested person who, together with the members of the Board, shall constitute an Arbitration Group. The Arbitration Group shall consider the matter in dispute and, by a majority vote, shall render a decision as promptly as possible.

Sec. 6. The Board shall elect a President and Secretary-Treasurer. The Board shall be responsible to the parties to this agreement for all monies turned over to it.

ARTICLE III

Sec. 1. Eight (8) hours shall constitute a day's work between the hours of 7 a.m. and 5 p.m., Monday through Friday, inclusive.

Sec. 2. All work started from 12:01 a.m. Saturday to 12:01 a.m. Monday shall be paid for at the rate of time and one-half the regular Monday through Friday day time scale. This does not apply to shift work started prior to this time. Two (2) or more nights must be worked to constitute a night shift. Where less than two nights are worked the rate of pay shall be time and one-half the daily rate.

Sec. 3. All time worked on night shifts shall be paid for at the rate of twenty-five cents ($.25) above the regular hourly rate. Night work is on an eight (8) hour period starting after 12:00 noon. No splitting of this rate will be permitted.

Sec. 4. All overtime work shall be paid for at the rate of time and one-half the regular hourly rate. Same must be paid for the following holidays: New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day and Christmas Day. No work shall be performed on Labor Day.

Sec. 5. On United States Government reservations work will be at the rate set by the Government.

Sec. 6. Painters sent from one job to another during working hours shall travel on the employer's time, and the employer must furnish transportation needed.

ARTICLE IV

Sec. 1 The minimum rate of wages for painting, decorating or paperhanging shall be one dollar and seventy-five cents ($1.75) per hour.

Sec. 2. The rate for spray painting shall be two dollars and twenty cents ($2.20) per hour and shall apply to all time during which spray work is performed. Overtime shall be paid for at the rate of time and one-half the spray rate.

With respect to spray painting, it is agreed as follows:

(a) The Employer may spray paint the following:

(1) U. S. Government Camp work.

(2) The inside walls and ceilings of living rooms, bed rooms and stairways of garden-type walk-up apartments and of housing projects of five (5) or more buildings.

(3) All rough factory and rough commercial work, and all concrete, rough brick, rough stucco and cinder or concrete blocks.

(b) The Employer shall not spray paint the following:

(1) In the case of garden-type walk-up apartments and housing projects of five (5) or more buildings, the Employer shall not spray paint any inside surfaces of bathrooms and kitchens, any trim in the buildings or any exteriors of the buildings; provided however, that the Employer may spray paint concrete, rough brick, rough stucco and cinder or concrete blocks as hereinabove provided.

(2) Subject to the above provisions relating to spray painting on U. S. Government Camp work or on garden-type walk-up apartments and on housing projects of five (5) or more buildings, no plain finished plaster, no millwork on any kind, no weather boarding and and no smooth finished wall or ceiling board shall be sprayed.

(c) All work considered controversial or exceptional shall be referred to the Joint Trade Board for decision.

Sec. 3 All structural steel painting shall be paid at the rate of two dollars ($2.00) per hour. Overtime shall be at the rate of time and one half the steel rate. For the purpose of this agreement, it is understood that structural steel shall be considered to be:

(a) Skelton steel which shall have been erected or steel to be erected and shall not have been enclosed by walls.

(b) And equipment attached to such steel.

(c) Occasional steel beams, in ceilings shall be paid at the prevailing wage of brush rate.

Sec. 4. All stage, scaffold or other hazardous work above fifty (50) feet shall be paid for at the rate of two dollars ($2.00) per hour. Exception shall be work inside on solid floor scaffold when regular scale shall prevail. Men starting at the high rate shall be paid same from top to bottom of job. This does not apply to men working on ground or ladders. Overtime shall be paid for at the rate of time and one-half this rate.

Sec. 5. The scale of wages for painting tanks, the tops of which are thirty-five (35) feet or more above the ground or floor level, smoke stacks and all towers shall be two dollars and fifty cents ($2.50) per hour. Overtime on this work shall be at the rate of time and one-half this rate.

Sec. 6. Foremen shall receive fifteen (15) cents above the rate of journeymen under their charge.

Sec. 7. With respect to (1) furnishing or making reimbursement for the cost of room, board and

transportation, and (2) paying for traveling time, it is agreed as follows:

(a) If the Employer or the business agent of Local 1018 at the request of the Employer should instruct an employee who lives in the City of Richmond to report for work on a job which is not in the City of Richmond and which cannot be reached by a local (Richmond) street car or bus line, the Employer shall furnish to the employee such transportation as may be necessary for that purpose, including return transportation, or shall reimburse the employee for his actual costs and expenses in going to and from such job. In addition to this, the Employer shall pay the employee for time involved in going to and from such job, this to be at the minimum wage rate of one dollar and seventy-five cents ($1.75) per hour.

If such job should be so far distant from the home of the employee that it is impracticable for him each day to return from the job to his home to spend the night, the Employer shall furnish to the employee, while working on such job, board and lodging at or near the job site or shall reimburse the employee for his actual costs and expenses in obtaining such board and lodging.

(b) If the employer or the business agent of the Union, at the request of the Employer should instruct an employee who does not live in the City of Richmond to report for work on a job not in the limits of the City of Richmond, then the Employer shall pay the employee at the rate of five (5) cents per mile for the number of miles the employee travels each day in going to and re-

turning from the job, this being an agreed allowance to cover traveling time and such transportation costs as may be incurred by the employee; provided, however, that the Employer shall not be obligated to pay mileage to the employee in connection with a job within the limits of a city or town in which he lives.

(c) In the case of an employee who does not live in the limits of the City of Richmond, the Employer shall not be obligated to reimburse the employee for his costs and expenses in going to or returning from a job within the City of Richmond, or pay the employee for time involved in going to or returning from such a job.

(d) All work considered controversial or exceptional shall be referred to the Joint Trade Board for decision.

Sec. 8. The wage rates for apprentices shall be as follows:

1st 6 months (1,000 hours)—45% journeyman rate

2nd 6 months (1,000 hours)—50% journeyman rate

3rd 6 months (1,000 hours)—55% journeyman rate

4th 6 months (1,000 hours)—65% journeyman rate

5th 6 months (1,000 hours)—75% journeyman rate

6th 6 months (1,000 hours)—85% journeyman rate

An apprentice shall not receive credit for a six (6) months period unless

(a) The six months shall have expired and

(b) He shall have actually worked 1,000 hours in such period.

If the six (6) months period shall have expired and the appretice shall not have actually worked 1,000 hours in such period, he shall not receive credit for such period until he shall have worked the required 1,000 hours.

Sec. 9. Each shop shall be allowed one (1) apprentice for each five (5) journeymen or fraction thereof. The rates for apprentice shall be based on the apprentice training program set up at present. No more than five (5) apprentices shall be allowed to any one shop.

Sec. 10. If a journeyman is dismissed, he shall be paid in full at the time of dismissal. However, should the journeyman quit his employer of his own accord, he shall receive his pay on the next regular pay day.

ARTICLE V

Sec. 1. The Union shall appoint one or more of the regular employees of the Employer to act as steward or stewards, and the Employer shall be notified of such appointment. The duties of the shop steward or stewards shall be to see that this agreement is not broken by the Union, or it's agents or members. The steward or stewards shall not be discriminated against by either party. Men who are appointed as stewards shall report any violation to the Business Agent.

Sec. 2. A representative of the Union shall be permitted at all times to enter the Employer's premises for the purpose of conducting the affairs of the Union, but such representative shall not interfere with the peaceful operations of the Employer's business.

Sec. 3. It is agreed that the Union shall keep a Business Agent on the street at all times for the benefit of its members, and that the business agent will make every effort to cooperate with the Employer and to assist the Employer in obtaining the services of a sufficient number of qualified workers as and when the same may be needed.

Sec. 4. The Employer shall not require any employee to enter into any special agreement, verbal or otherwise, that will in any way conflict with or be in violation of this agreement.

Sec. 5. It is herein agreed that no brush larger than a forty-five (4½ inch) shall be used for the application of oil paints and other paint products thinned with oil thinner.

ARTICLE VI

Sec. 1. The Employer agrees that he or it has qualified or will qualify promptly as an employing unit under the Virginia Unemployment Compensation Act, and will pay, as and when the same may become due and payable, all payments required under the terms of that law. The Employer further agrees to pay, as and when same may become due and payable, all Federal Old Age Benefit taxes and other like taxes and contributions required by law to be paid by employers. The Employer further agrees to carry Workmen's Compensation Insurance during the term of this agreement, this to be done regardless of how many persons may be employed by the Employer. The Employer further agrees to file with the Joint Trade Board a certificate of insurance showing such Workmen's Compensation Insurance coverage and a certificate showing his or its registration number under the Unemployment Com-

pensation Act. Failure on the part of the Employer to comply with these provisions or any of them shall constitute a violation of this agreement. The Employer shall furnish to each employee a list of all deductions for taxes or other purposes made by the Employer from the gross earnings of the employee.

ARTICLE VII

Sec. 1. The Local Union shall not be bound by any decision which the enforcement of such decision will conflict with it's obligations to the Constitution of the Brotherhood of Painters, Decorators and Paperhangers of America and the Richmond Building Trades Council.

Sec. 2. The Employer shall not be bound by any decision of the Joint Trade Board or Arbitration Group, as the case may be, which will conflict with the obligations, if any, of the Employer under the constitution of the Painting and Decorating Contractors of America.

ARTICLE VIII

Sec. 1. When a general contractor indicates his desire to perform work normally sub-contracted, he will be required to show, affirmatively, that such work is ordinarily performed by him and that his existing organization includes capable personnel and suitable equipment for the work. Members of this Brotherhood shall not work for any general contractor who cannot so qualify.

ARTICLE IX

Sec. 1. The Union agrees that, during the term of this agreement and all renewals or extensions thereof, it will not enter into any other

working agreement with any person, firm or corporation unless such other working agreement shall be upon the same terms and conditions, or upon substantially the same terms and conditions, as those contained in this working agreement; provided, however, that the provisions of this Article IX shall not apply to maintenance painting work agreements.

ARTICLE X

Sec. 1. Nothing in this agreement shall operate in contravention of any existing State of Virginia or Federal law. If any one or more sections, clauses or portions of this agreement shall be questioned in any court and be adjudged invalid, such judgment shall not affect, impair or invalidate the remaining provisions hereof, but shall be confined in its operation to the specific provisions held to be invalid.

ARTICLE XI

Sec. 1. This agreement shall become effective on the 1st day of July, 1950, and shall continue in full force and effect until the 1st day of July, 1952, excepting wage scale as noted in Section 2 of Article XI. Should either party hereto desire changes in any of the provisions of this agreement after July 1st, 1952, then and in that event he or it shall give not less than ninety (90) days written notice to the other prior to July 1st, 1952, which notice shall set forth in detail the changes desired. Such notice shall be deemed to have been given when it shall have been properly addressed to the Employer or to the Union, as the case may be, and shall have been deposited in the mails in the post office in Richmond, Virginia. If no such notice shall be given, this agreement shall auto-

matically renew itself and remain in full force and effect until July 1st, 1953.

Sec. 2. It is further understood and agreed that the question of wage rates may be reopened July 1, 1951, by either party upon ninety (90) days advance written notice.

IN WITNESS WHEREOF, the parties hereto have set their hands this ..... day of ....., 19.....

EMPLOYER

.....

By .....

LOCAL UNION NO. 1018

.....

.....

.....

LOCAL 1018

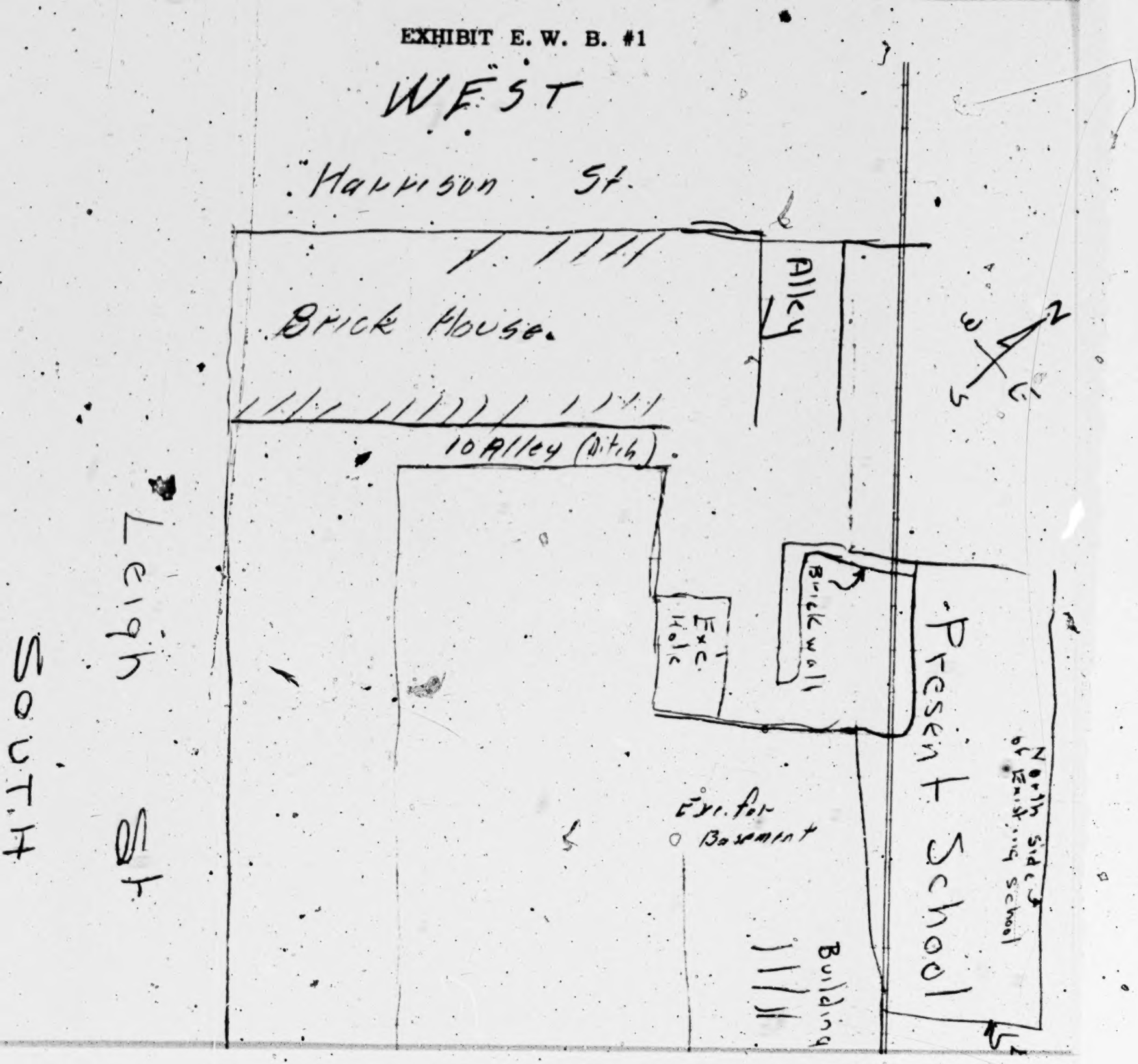
Regular Meetings 2nd and 4th Thursday, each month.

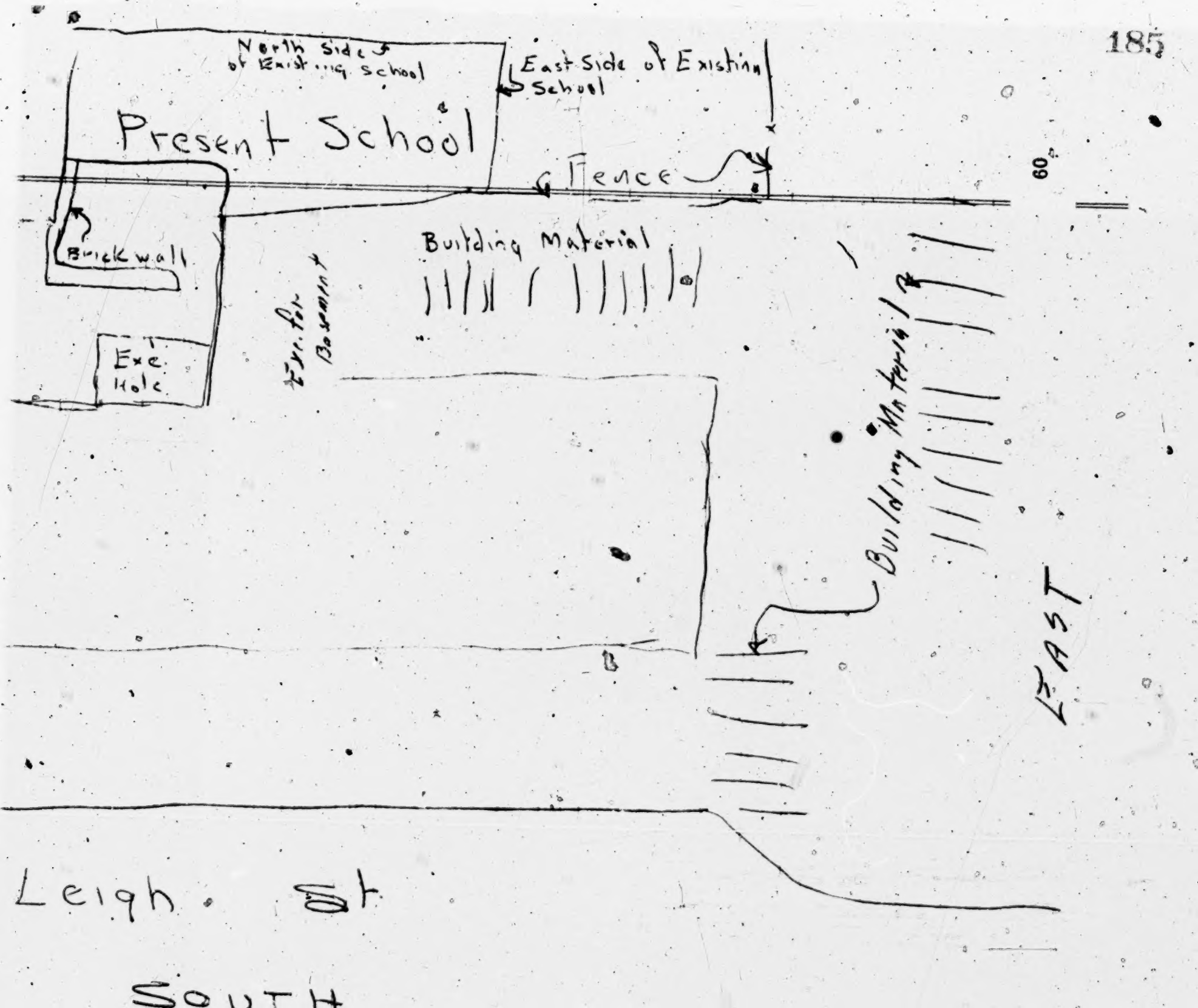
Office

801 West Broad Street

Phone 6-1529

EXHIBIT E. W. B. #1




North side of Existing school
East Side of Existing School
Present School
Fence
60'
Brick wall
Exc. for Basement
Exc. Hole
Building Material
Building Materials
EAST
B
Leigh St
SOUTH

[fol. 61] JOHNSON EXHIBIT #1

Brotherhood of Painters, Decorators and Paperhangers of America

Working Agreement

This Agreement, entered into this — day of ——, 1950, by and between .....
hereinafter known as the Employer, and the Brotherhood of Painters, Decorators and Paperhangers of America, Local No. 1018, affiliated with the A. F. of L., hereinafter known as the Union.

Witnesseth

For the purpose of a mutual understanding and in order that a harmonious relationship may exist between the Employer and the Union, and to the end that continuous and efficient service shall be rendered to the mutual benefit of the parties hereto, it is hereby agreed that:

Article I

Sec. 1. The Employer recognizes the Union as the sole Collective Bargaining Agency, for all its employees engaged as painters, decorators and paperhangers, on all matters pertaining to terms and conditions of employment in the area over which the Union has jurisdiction, but nothing in this contract shall operate in contravention of any existing law.

Sec. 2. The Union recognizes the Union Division of the Richmond Chapter of the Painting and Decorating Contractors of America, of Richmond, Virginia, as the sole Collective Bargaining Agency for all employers of Union painters, decorators and paperhangers on all matters pertaining to terms and conditions of employment for Union painters, decorators and paperhangers in the area over which the Union has jurisdiction, but nothing in this contract shall operate in contravention of any existing law or maintenance agreements.

Article II

Sec. 1. A Joint Trade Board will be appointed by the contracting parties immediately upon the signing of this agree-

ment. All matters of disagreement between the parties hereto must be submitted to the Joint Trade Board for decision. This Board to meet within forty-eight (48) hours after request is presented in writing to any member of the Board.

[fol. 62] Sec. 2. If a violation of this agreement is alleged by the Union, it covenants that it will not call the men off the work, and that during the term of this contract, there shall be no strike, slow down or other interruption of the work of the Employer, and the Employer likewise agrees that there shall be no lockout during the term thereof, but the parties jointly covenant that all disputes arising under this contract shall be decided by the Joint Trade Board, or the hereinafter mentioned arbitration group as the case may be and that its decision will be accepted.

Sec. 3. The Joint Trade Board or the hereinafter mentioned Arbitration Group, as the case may be, shall have power to interpret this agreement and its decisions shall be final, conclusive and binding on all parties to this agreement, but such Board or Arbitration Group shall have no power to add to, extend, or take from the rights, duties and obligations of the parties as expressed in this agreement.

Sec. 4. The Joint Trade Board shall be composed of three (3) Union contractors, members of the Union Division, Richmond Chapter of Painting and Decorating Contractors of America, and three (3) journeymen, members of the Painters Local Union 1018, each member of the Board to serve during the term of this agreement and all renewals or extensions thereof. The Union and the Union Division shall each select three (3) men to serve on the Joint Trade Board, and each may also appoint alternate members to serve on the board in the absence of the regular members appointed by it.

Sec. 5. On all matters coming before the Board for a decision, a majority vote of all of the members of the Board will rule. In this connection, however, it is understood and agreed that each group, that is the members appointed by the Union Division and the members appointed by the Union, shall always be entitled to cast an equal number of votes for or against any matter on which a vote is taken, the votes of each group to be divided equally among the members of that group who are present at the meeting. In

case of a tie vote on any matter, the Board shall select a disinterested person who, together with the members of the Board, shall constitute an Arbitration Group. The Arbitration Group shall consider the matter in dispute and, by a majority vote, shall render a decision as promptly as possible.

[fol. 63] Sec. 6. The Board shall elect a President and Secretary-Treasurer. The Board shall be responsible to the parties to this agreement for all monies turned over to it.

Article III

Sec. 1. Eight (8) hours shall constitute a day's work between the hours of 7 a.m. and 5 p.m., Monday through Friday, inclusive.

Sec. 2. All work started from 12:01 a.m. Saturday to 12:01 a.m. Monday shall be paid for at the rate of time and one-half the regular Monday through Friday day time scale. This does not apply to shift work started prior to this time. Two (2) or more nights must be worked to constitute a night shift. Where less than two nights are worked the rate of pay shall be time and one-half the daily rate.

Sec. 3. All time worked on night shifts shall be paid for at the rate of twenty-five cents ($.25) above the regular hourly rate. Night work is on an eight (8) hour period starting after 12:00 noon. No splitting of this rate will be permitted.

Sec. 4. All overtime work shall be paid for at the rate of time and one-half the regular hourly rate. Same must be paid for the following holidays: New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day and Christmas Day. No work shall be performed on Labor Day.

Sec. 5. On United States Government reservations work will be at the rate set by the Government.

Sec. 6. Painters sent from one job to another during working hours shall travel on the employer's time, and the employer must furnish transportation needed.

Article IV

Sec. 1. The minimum rate of wages for painting, decorating or paperhanging shall be one dollar and seventy-five cents ($1.75) per hour.

Sec. 2. The rate for spray painting shall be two dollars and twenty cents ($2.20) per hour and shall apply to all time during which spray work is performed. Overtime shall be paid for at the rate of time and one-half the spray rate. [fol. 64] With respect to spray painting, it is agreed as follows:

(a) The Employer may spray paint the following:

(1) U. S. Government Camp work.

(2) The inside walls and ceilings of living rooms, bedrooms and stairways of garden-type walk-up apartments and of housing projects of five (5) or more buildings.

(3) All rough factory and rough commercial work, and all concrete, rough brick, rough stucco and cinder or concrete blocks.

(b) The Employer shall not spray paint the following:

(1) In the case of garden-type walk-up apartments and housing projects of five (5) or more buildings, the Employer shall not spray paint any inside surfaces of bathrooms and kitchens, any trim in the buildings or any exteriors of the buildings; provided however, that the Employer may spray paint concrete, rough brick, rough stucco and cinder or concrete blocks as hereinabove provided.

(2) Subject to the above provisions relating to spray painting on U. S. Government Camp work or on garden-type walk-up apartments and on housing projects of five (5) or more buildings, no plain finished plaster, no millwork on any kind, no weather boarding and no smooth finished wall or ceiling board shall be sprayed.

(c) All work considered controversial or exceptional shall be referred to the Joint Trade Board for decision.

Sec. 3. All structural steel painting shall be paid at the rate of two dollars ($2.00) per hour. Overtime shall be at the rate of time and one half the steel rate. For the purpose of this agreement, it is understood that structural steel shall be considered to be:

(a) Skelton steel which shall have been erected or steel to be erected and shall not have been enclosed by walls.

(b) And equipment attached to such steel.

(c) Occasional steel beams, in ceilings shall be paid at the prevailing wage of brush rate.

Sec. 4. All stage, scaffold or other hazardous work above fifty (50) feet shall be paid for at the rate of two dollars ($2.00) per hour. Exception shall be work inside on solid floor scaffold when regular scale shall prevail. Men starting [fol. 65] at the high rate shall be paid same from top to bottom of job. This does not apply to men working on ground or ladders. Overtime shall be paid for at the rate of time and one-half this rate.

Sec. 5. The scale of wages for painting tanks, the tops of which are thirty-five (35) feet or more above the ground or floor level, smoke stacks and all towers shall be two dollars and fifty cents ($2.50) per hour. Overtime on this work shall be at the rate of time and one-half this rate.

Sec. 6. Foremen shall receive fifteen (15) cents above the rate of journeymen under their charge.

Sec. 7. With respect to (1) furnishing or making reimbursement for the cost of room, board and transportation, and (2) paying for traveling time, it is agreed as follows:

(a) If the Employer or the business agent of Local 1018 at the request of the Employer should instruct an employee who lives in the City of Richmond to report for work on a job which is not in the City of Richmond and which cannot be reached by a local (Richmond) street car or bus line, the Employer shall furnish to the employee such transportation as may be necessary for that purpose, including return transportation, or shall reimburse the employee for his actual costs and expenses in going to and from such job. In addition to this, the Employer shall pay the employee for time involved in going to and from such job, this to be at the minimum wage rate of one dollar and seventy-five cents ($1.75) per hour. If such job should be so far distant from the home of the employee that it is impracticable for him each day to return from the job to his home to spend the night, the Employer shall furnish to the employee, while

working on such job, board and lodging at or near the job site or shall reimburse the employee for his actual costs and expenses in obtaining such board and lodging.

(b) If the employer or the business agent of the Union, at the request of the Employer should instruct an employee who does not live in the City of Richmond to report for work on a job not in the limits of the City of Richmond, then the Employer shall pay the employee at the rate of five (5) cents per mile for the number of miles the employee travels each [fol. 66] day in going to and returning from the job, this being an agreed allowance to cover traveling time and such transportation costs as may be incurred by the employee; provided, however, that the Employer shall not be obligated to pay mileage to the employee in connection with a job within the limits of a city or town in which he lives.

(c) In the case of an employee who does not live in the limits of the City of Richmond, the Employer shall not be obligated to reimburse the employee for his costs and expenses in going to or returning from a job within the City of Richmond, or pay the employee for time involved in going to or returning from such a job.

(d) All work considered controversial or exceptional shall be referred to the Joint Trade Board for decision.

Sec. 8. The wage rates for apprentices shall be as follows:

1st 6 months (1,000 hours)	45% journeyman rate
2nd 6 months (1,000 hours)	50% journeyman rate
3rd 6 months (1,000 hours)	55% journeyman rate
4th 6 months (1,000 hours)	65% journeyman rate
5th 6 months (1,000 hours)	75% journeyman rate
6th 6 months (1,000 hours)	85% journeyman rate

An apprentice shall not receive credit for a six (6) months period unless

(a) The six months shall have expired and

(b) He shall have actually worked 1,000 hours in such period.

If the six (6) months period shall have expired and the apprentice shall not have actually worked 1,000 hours in

such period, he shall not receive credit for such period until he shall have worked the required 1,000 hours.

Sec. 9. Each shop shall be allowed one (1) apprentice for each five (5) journeymen or fraction thereof. The rates for apprentice shall be based on the apprentice training program set up at present. No more than five (5) apprentices shall be allowed to any one shop.

Sec. 10. If a journeyman is dismissed, he shall be paid in full at the time of dismissal. However, should the journeyman quit his employer of his own accord, he shall receive his pay on the next regular pay day.

[fol. 67] Article V

Sec. 1. The Union shall appoint one or more of the regular employees of the Employer to act as steward or stewards, and the Employer shall be notified of such appointment. The duties of the shop steward or stewards shall be to see that this agreement is not broken by the Union, or its agents or members. The steward or stewards shall not be discriminated against by either party. Men who are appointed as stewards shall report any violation to the Business Agent.

Sec. 2. A representative of the Union shall be permitted at all times to enter the Employer's premises for the purpose of conducting the affairs of the Union, but such representative shall not interfere with the peaceful operations of the Employer's business.

Sec. 3. It is agreed that the Union shall keep a Business Agent on the street at all times for the benefit of its members, and that the business agent will make every effort to cooperate with the Employer and to assist the Employer in obtaining the services of a sufficient number of qualified workers as and when the same may be needed.

Sec. 4. The Employer shall not require any employee to enter into any special agreement, verbal or otherwise, that will in any way conflict with or be a violation of this agreement.

Sec. 5. It is herein agreed that no brush larger thar forty-five (4½ inch) shall be used for the application of oil paints and other paint products thinned with oil thinner.

Article VI

Sec. 1. The Employer agrees that he or it has qualified or will qualify promptly as an employing unit under the Virginia Unemployment Compensation Act, and will pay, as and when the same may become due and payable, all payments required under the terms of that law. The Employer further agrees to pay, as and when same may become due and payable, all Federal Old Age Benefit taxes and other like taxes and contributions required by law to be paid by employers. The Employer further agrees to carry Workmen's Compensation Insurance during the term of this agreement, this to be done regardless of how many persons may be employed by the Employer. The Employer further agrees to file with the Joint Trade Board a certificate of [fol. 68] insurance showing such Workmen's Compensation Insurance coverage and a certificate showing his or its registration number under the Unemployment Compensation Act. Failure on the part of the Employer to comply with these provisions or any of them shall constitute a violation of this agreement. The Employer shall furnish to each employee a list of all deductions for taxes or other purposes made by the Employer from the gross earnings of the employee.

Article VII

Sec. 1. The Local Union shall not be bound by any decision which the enforcement of such decision will conflict with its obligations to the Constitution of the Brotherhood of Painters, Decorators and Paperhangers of America and the Richmond Building Trades Council.

Sec. 2. The Employer shall not be bound by any decision of the Joint Trade Board or Arbitration Group, as the case may be, which will conflict with the obligations, if any, of the Employer under the constitution of the Painting and Decorating Contractors of America.

Article VIII

Sec. 1. When a general contractor indicates his desire to perform work normally sub-contracted, he will be required to show, affirmatively, that such work is ordinarily performed by him and that his existing organization includes

capable personnel and suitable equipment for the work. Members of this Brotherhood shall not work for any general contractor who cannot so qualify.

Article IX

Sec. 1. The Union agrees that, during the term of this agreement and all renewals or extensions thereof, it will not enter into any other working agreement with any person, firm or corporation unless such other working agreement shall be upon the same terms and conditions, or upon substantially the same terms and conditions, as those contained in this working agreement; provided, however, that the provisions of this Article IX shall not apply to maintenance painting work agreements.

[fol. 69]

Article X

Sec. 1. Nothing in this agreement shall operate in contravention of any existing State of Virginia or Federal law. If any one or more sections, clauses or portions of this agreement shall be questioned in any court and be adjudged invalid, such judgment shall not affect, impair or invalidate the remaining provisions hereof, but shall be confined in its operation to the specific provisions held to be invalid.

Article XI

Sec. 1. This agreement shall become effective on the day of , 1950, and shall continue in full force and effect until the day of , 19 , excepting wage scale as noted in Section 2 of Article XI. Should either party hereto desire changes in any of the provisions of this agreement after , then and in that event he or it shall give not less than ninety (90) days written notice to the other prior to ; which notice shall set forth in detail the changes desired. Such notice shall be deemed to have been given when it shall have been properly addressed to the employer or to the Union, as the case may be, and shall have been deposited in the mails in the post office in Richmond, Virginia. If no such notice shall be given, this agreement shall automatically renew itself and remain in full force and effect until

Sec. 2. It is further understood and agreed that the question of wage rates may be reopened July 1, 1951, by either party upon ninety (90) days' advance written notice.

In Witness Whereof, the parties hereto have set their hands this day of , 19 .

Employer

By

Local Union No. 1018

[fol. 1] IN THE LAW AND EQUITY COURT OF THE CITY OF RICHMOND

O. J. GRAHAM, et als.,

v.

LOCAL UNION No. 10, etc.

Statement of Evidence

The depositions of J. F. Joinville and others, taken before A. C. Williams, Notary Public, on the 20th day of December, 1950, at the offices of Tucker, Mays, Cabell & Moore, Richmond, Virginia, by agreement of counsel; to be read as evidence on behalf of the complainants in the above styled cause.

APPEARANCES:

Mr. Richmond Moore, Jr., Counsel for Complainants.
Mr. Beecher E. Stallard, Counsel for Defendants.

[fol. 2] Mr. Moore: The complainants are calling each of these witnesses as adverse witnesses, each one of them being a party defendant.

J. F. JOINVILLE, called as an adverse witness on behalf of the complainants, being first duly sworn, deposed as follows:

Direct examination.

By Mr. Moore:

Q. You are Mr. J. F. Joinville, of Richmond?
A. Yes.
Q. You are President of the Richmond Building & Construction Trades Council?
A. Yes.
Q. How long have you been president of it?
A. I believe the third Friday in July; I believe that is our regular meeting.
Q. July, 1950?
A. Yes.
Q. Had you been President prior to that time?
A. I have been President prior to that time for I assume fifteen years, but not continuously. I was not President up to this meeting in July.
Q. To what meeting do you refer?
[fol. 3] A. July, 1950.
Q. What meeting is it you refer to?
A. The regular meeting of the Richmond Building Trades Council.
Q. Your annual meeting?
A. Yes, our regular meeting.
Q. Were you President prior to that meeting?
A. No.
Q. You are also business agent for a local union, are you not?
A. That is right.
Q. What is the number and name of that union?
A. Plumbers and Steamfitters Local Union No. 10.
Q. A. F. of L.?
A. Yes.
Q. How long have you been business agent?
A. Since, I believe, 1939.
Q. How many local unions belong to the Council?
A. I believe around fourteen at present.
Q. Could you name them; what unions they are?

A. Yes, I can name them, I think.

Q. And would you state the business agents for ea union?

A. Well, I couldn't state all of them; some of them do have business agents. I could state the ones that ha [fol. 4] regular business agents. Some of them have pre dents, and so forth. The Asbestos Workers, T. Brooks——

Q. Do you know the local union number?

A. 88. Carpenters, colored; I am not positive of th number; Buford is the representative. Colored brickla ers; I couldn't tell you the exact number of that; that Smith, business agent. Operating Engineers, Henry Coc ran—I think you have that number in the brief.

Q. That is Local 147?

A. Yes. Plasterers and Cement Finishers; I believe th is Local 64. Painters and Decorators, 1018. Plumbers an Steamfitters, Local 10. Iron and Ornamental Steelworker I believe that is Local 28.

Q. Who is the business representative?

A. Wright.

Q. What is the first name?

A. Jack Wright. Sign Painters. There are several mor that I just can't recall at this time, but if it is necessary w can have a list of them.

Q. You mentioned colored carpenters. Are the whit carpenters members of the Council?

A. No, they are not.

Q. They are in a separate union?

A. No, they are not in a separate union, but they are no members of the Council.

[fol. 5] Q. Their union doesn't belong to the Council?

A. That is right; it disaffiliated.

Q. Who is the business agent?

A. Louis Rustad.

Q. What is the organization of the Richmond Building & Construction Trades Council and its component unions? How is it organized and how does it function?

A. It functions as a group of affiliated local unions in the building and construction industry, set up by the Amer- ican Federation of Labor as the Building & Construction

Trades Department and all affiliated unions are members and engaged in the building and construction industry.

Q. Does each local have a member on the Council?

A. Each local union is the Council; don't have any members. I mean each local union is affiliated to make the Council.

Q. Who elected you President of the Council?

A. The delegates of the affiliated local unions.

Q. Then for governmental purposes each local union has a delegate or representative?

A. Has representatives, that is right.

Q. And do those representatives make up the Council?

A. Well, yes, as delegates, but the Council, of course, is made up primarily of the local unions. In other words, we operate as a local union, not as individuals. I couldn't [fol. 6] say I am the Plumbers & Steamfitters; I represent the Local No. 10. There is no individual as far as I am concerned—as far as the local union is concerned. The same way with the Council; it is composed of all the building trades unions. Each union has local autonomy and elects certain delegates to the Council to represent them, but we operate as local unions, not as John Jones or Pete Smith.

Q. Any decisions made by the Council are determined by a vote of the delegates from the local unions who compose that Council?

A. Yes, I would say that is natural, unless each local union—the delegates of the local unions would be so instructed as to take it back to the local union before making any decision. We have had that to happen.

Q. What authority do you as President of the Council have over the local unions who belong to the Council?

A. No authority whatsoever other than as presiding chairman.

Q. If the delegates from the various locals reach a decision by vote, sitting as a Council, is that decision binding on the local unions?

A. I would say this in answer to your question, that each and every local union has what is known as local autonomy and whether they go along with the action of any parent body is left entirely with the membership.

[fol. 7] Q. But the Council is the parent body for these locals?

A. For the building trades the parent body as to cou cils. Our internationals all belong to the Building Trad Department and from there on down and they set u councils?

Q. Does the Council have a charter?

A. Oh, yes.

Q. Does it have by-laws?

A. Yes.

Q. Do you have copies of those?

A. I haven't them with us, but I think our attorney coul furnish a copy.

Mr. Moore: Can it be stipulated a copy of the curren charter and by-laws of the Council will be filed in evidence

Mr. Stallard: Yes, we can get them, if we have them. don't know if we have them.

By Mr. Moore:

Q. Do you have such?

A. Oh, yes.

Mr. Stallard: I can't agree to something I haven't seen

The Witness: Of course, I asked our attorney. I see no reason why not.

[fol. 8] By Mr. Moore:

Q. Does Local 10, the Plumbers union, of which you are a representative, have a charter and by-laws?

A. We have a charter and we have by-laws.

Q. Would you also obtain and file in evidence the charter and by-laws of your local union?

Mr. Stallard: It is stipulated that a copy of the charter and by-laws will be furnished.

By Mr. Moore:

Q. Has the Council or has your local union or any of the local unions reached any decision fixing the policy of either the Council or any of the local unions in Richmond, Virginia, with respect to jobs where non-union labor is working?

A. It has always been a policy to that effect.

Q. What is the policy?

A. I am talking now for the Steamfitters and Plumbers. Their policy has been that we worked with members of our United Association.

Q. And what is the United Association's policy?

A. That is the policy of the United Association and we are an affiliated local union.

Q. Your policy is that you will not work with non-union labor then?

A. The policy is that we work with only members of the [fol. 9] United Association.

Q. Does that mean you won't work on any job on which non-union labor was employed?

A. Our constitution says that we will work with only members of the United Association.

Q. You haven't answered the question, which is do you work on a job where there is non-union labor?

A. I am only talking for the plumbers and steamfitters; I am quoting my constitution.

Q. I understand that you are talking for the plumbers and steamfitters union, but my question is do the members of your union work on jobs where non-union labor is employed?

A. I wouldn't know. My local union works with only members of the United Association.

Mr. Stallard: I don't think he understands the question.

By Mr. Moore:

Q. Do the members of your union work on jobs where non-union labor is employed?

A. In the over-all picture I assume we do. We would go in—a plumber and steamfitter is in a large sense a service organization. We would go into any home or store to make repairs on plumbing and heating; I assume we would.

Q. Is it against your policy to do so?

A. Well, as a local union our policy, of course,—pri- [fol. 10] marily we are interested in the plumbers and steamfitters and our constitution says we will work only with members of the United Association. Now in our policy out in the construction field in the service field I assume we would work with non-members. We don't check when we

go into your home whether you are a member of a union. We will go ahead and do the work if you have somebody working there.

Q. What is the policy of the Council with respect to union labor working on jobs where there is non-union labor?

A. The policy of the Council is in accord with the policy set down by the local union. For years the Council did sign and were obligated under closed shop contracts.

Q. Is that still the policy of the Council?

A. That policy has not changed other than what the law has been enacted in the case of the building and construction industry.

Q. In other words, your policy still is for a closed shop——

A. Union shop.

Q. —unless you are prevented by law from pursuing that policy?

A. We haven't ever been able to determine whether we have been—whether the law refrains us from doing that. We haven't been able to hold elections under the Taft-[fol. 11] Hartley Law. We have never been able to have collective bargaining units cut out in the building and construction industry. We have always gotten—I think not very long ago Denham, the counsel, refused to hear cases under the building and construction industry. I don't know just the background of the whole thing, but we never have been able to come under the law. There has been no definite policy set up on that.

Q. I think you misunderstood my question.

A. No, I don't think I did.

Q. Let's hear the question. I don't want to confuse you.

(The Reporter read the last two questions and answers.)

The Witness: I think that answers your question.

Q. Your policy is in favor of a closed shop?

A. Always has been. We have been bitterly opposed to the Taft-Hartley Law and the State Law.

Q. And that is your policy now?

A. Yes.

Q. You stated that the policy of the Council was the policy of the local unions?

A. That is right.

Q. Of each local union?

A. Of all the local unions, the majority of the local unions. [fol. 12] Whatever the policy of their local unions, the majority of that policy is the policy of the Council.

Q. So that if a majority of the delegates of the local unions representing the local unions vote in favor of a certain thing, that becomes the policy of the Council?

A. Yes.

Q. And that policy is carried out in spite of the fact that some local union delegates may have voted against it?

A. I think under the operation of what we call a free organization the majority rules. It rules in our local union.

Q. Is the vote of the majority binding on the local unions?

A. As far as the Council, yes, but each local union delegate or the representatives of the local unions have a right to go back to their local union and each local union has what we call local autonomy.

Q. In other words, a local union if it wished could refuse to go along with the decision of the majority of the Council and would not be subject to any disciplinary action?

A. Well, if a local union did not go along with the Council, there wouldn't be any reason for that local union being a member of the Council, would there?

Q. Well, as a practical matter, a local union is then not [fol. 13] a separate autonomy as you have described?

A. Oh, yes; each local union has separate autonomy—local automony.

Q. But if they do not abide by what the Council tells them to do, they find themselves no longer a member of the Council?

A. No, they have a right to withdraw whenever they see fit. We have some unions that are not members of the Council; they withdrew from the Council.

Q. I have here a picture of Mr. W. E. Long, who was carrying the sign at the project when the picketing was going on, which sign says: "This is not a union job" and under it the name of the Richmond Building Trades Council. Does that sign indicate that the Council was carrying

on that picketing in accordance with the wishes of the local unions who were members of the Council?

A. I assume it does.

Q. I understood you to say a moment ago that the policies of the Council are determined by its component local unions?

A. That is right.

Q. And you tell me that you can only assume that the Council carrying that sign is a result of directions from the local unions composing the Council?

A. I assume a representative of the laborers carrying [fol. 14] the sign with the Richmond Council sign on it would be—I assume he would be in sympathy with any policy of the Building & Construction Trades Council.

Q. Does the Council base its actions then on assumptions as to what its members think or feel or does it base it on facts?

A. I couldn't answer you either way for this reason, that again it goes back to the unions. We have local autonomy and we were—each trade affiliated with the Council has different trade set-ups. Some work for certain contractors. The Plumbers & Steamfitters—we work for plumbing and heating contractors, we reach an agreement relating to that particular trade. A painter would have a contract with a group of painting contractors; the engineers have theirs with excavating contractors and the industry that goes in for equipment. Each one of those contracts would be separate as to different trades and different working rules and so forth.

Now in the case of this laborer, if he had commitments to a group of contractors he worked for, his policy would be determined largely by what he was bound under contract with his activities or his commitments in the Building Trades Council. So we assume carrying that picket he was in sympathy with whatever the policy of the Council is or he wouldn't be carrying a picket, but there is nothing binding on the labor organization or nothing by law that [fol. 15] would keep the laborers in the Council a week from hence or two months from now. So we assume he goes along with the policy.

Q. Mr. Long while carrying that sign was acting pur-

portedly, at least, as agent for the Richmond Building Trades Council, was he not?

A. Well, I assume he was. I assume he was acting primarily for the laborers and hodcarriers and I assume he was acting in harmony with the policies of the Council.

Q. You were President of the Council at that time?

A. That is right.

Q. And here is a man carrying a sign with the name of your organization written on it and you say you can only assume he was authorized to carry that sign for the Council? Don't you know as a matter of fact whether he was authorized to carry it or not?

A. It was a voluntary proposition. I only assume he was in accord with the policy of the Council.

Q. Did you know the sign was going to be carried?

A. I carried it myself.

Q. You knew Mr. Long was going to carry it?

A. Yes, I knew Mr. Long was going to carry it.

Q. You consented to his carrying it with the Council's name on it?

A. I didn't consent. He consented, not me. I consented [fol. 16] to carry it myself.

Q. Where did the sign come from?

A. I imagine it came from some print shop. We had it printed. We have had others printed like that. It was printed——

Q. Who had this sign printed?

A. The Council had it printed.

Q. When?

A. Now I can't give you the exact date on that.

Q. That sign is the property of the Council, isn't it?

A. Yes, it would be the property of the Council.

Q. Is Mr. Long an officer of the Council?

A. No, Mr. Long isn't an officer of the Council.

Q. How did he get the sign in his possession?

A. Let me have that again?

Q. How did he get the sign in his possession?

A. It has been the policy all the years down when pickets are put out it is usually a voluntary proposition. Members agree to carry picket signs from the time the American Federation was organized. If they are not working, they

carry the signs. Mr. Long and the rest of the agents volunteered to carry this sign.

Q. My question was who gave him the sign to carry?

A. Well, now, I don't know who handed it to him. I [fol. 17] imagine he picked the sign up from somebody else that had been carrying it, took it from the man that was working on the two-hour shift, two hours taking turns, and I imagine the man handed it to Mr. Long. Who that was I don't know now.

Q. But that is the Council's sign?

A. Yes, that is the Council's sign; no question about that.

Q. Do you have any reference in the charter or by-laws of the Council or your local union respecting working on jobs where non-union labor is employed?

A. I don't think anything is in the by-laws that definitely makes reference to that. I don't know of any offhand. I think the constitution would determine that when you get a copy of the constitution.

Q. You yourself don't know?

A. No, I wouldn't like to say for sure because I couldn't quote the constitution.

Q. Now on July 27, 1950, as you have read in the bill of complaint, it is alleged that you were up at the job at that time. Were you there on July 27th?

A. I wasn't there. I don't know just where I was at that time but I was out of town some place. I wasn't on the job with the reference made to this meeting on the job.

Q. Who was there?

[fol. 18] A. I couldn't say. I wasn't there myself and I couldn't say.

Q. You have no information on the subject?

A. Well, yes, I have some information. That question you could get from one of the other witnesses. I wasn't there. You can certainly establish who was there. It is no question of that.

Q. How did you obtain your information?

A. What information?

Q. About who was there.

A. My associates were all in one building; we all have offices in one building and I imagine these different business agents let me know through conversation who had

attended this meeting. I don't think all of the business agents were there. I wouldn't like to say definitely which ones were there, but that can be established.

Q. You and Mr. Cochran and Mr. Turner and Mr. Johnson and the Council all have offices in the same place, don't you?

A. Yes, we have offices at 801 West Broad Street.

Q. Do other business agents have offices there, too?

A. Yes.

Q. All of them in the Council?

A. Not all of them. All of the actives ones, I believe, other than Long. Mr. Long has his across the street.

[fol. 19] Q. So you are all there in an office together all the time and working together all the time?

A. Yes, working together all the time.

Q. And any problems in connection with any construction job, including this one, are considered as problems by all of you together?

A. Yes.

Q. And you work together?

A. That is right.

Q. Undoubtedly before this meeting was held there on July 27th it was discussed between you and it was discussed after the meeting was had with the superintendent?

A. That is right.

Q. And in one of these meetings why you all talked it over and made your plans together as you always did? That is where you got your information about what had happened when they were up there on the job that day?

A. That is right.

Q. But you had known they were going and everybody knew they were going, it is no secret about that, and the purpose of their going was to complain to the superintendent that they had a non-union plumber on the job, wasn't it?

A. I don't know whether the purpose was to complain that they had a non-union man, but to attempt to further the interests of the sub-contractors and contractors who em-

[fol. 20] ploy our membership, and our membership.

Q. In what way were you going to attempt to further their interests? Specifically, what were you going to do to help them?

A. We were going to help them as we have or attempt to help them as we have in the past, to let our friends know

who we would consider a friend normally—a contractor who employs our members, any individual who would employ us as individuals or through a contractor or a group or, in this instance, I think the organization of Graham Construction Company, who had in the past had a closed shop agreement with us—with affiliates of the Building Trades Council who did jobs with all union labor.

Q. As a matter of fact, your purpose right along and the purpose of all you defendants has been to see that a union plumbing sub-contractor went on that job?

A. Not on that particular job; went on any job where we could prevail on any owner or builder to use him.

Q. Well, on this job, too?

A. No, because I think—I had information prior to that that this firm had already become the plumbing contractor.

Q. What did the people go up there to talk to the superintendent about then?

A. Well, I don't know exactly what they talked about; I [fol. 21] wasn't there. I can only witness what I said; I couldn't witness what someone else said in this conference.

Q. The sign I referred to a while ago saying "This is not a union job", which was carried by the pickets on September 25th, that would never have been carried if there had been a union plumbing contractor employed on that job, would it?

A. That wasn't a plumber's and steamfitter's picket sign.

Q. You didn't answer my question, Mr. Joinville.

A. What was your question again?

Q. The sign I referred to a while ago saying "This is not a union job", which was carried by the pickets on September 25th, that would never have been carried if there had been a union plumbing contractor employed on that job, would it?

A. The Plumbers and Steamfitters Union is only a part of the Council. We wouldn't determine whether—it was some other trades on that job. I think they had several contractors on it.

Q. Will you please answer my question?

A. I am trying to answer your question. You asked me if there was a union steamfitting contractor on there would that sign have been carried.

Q. That is right.

[fol. 22] You haven't answered it yet:

A. It would.

Q. It would have been carried if you had had a union plumbing sub-contractor on the job?

A. It would have.

Q. What was the purpose of the business agents going up there to talk to the superintendent on the 27th of July?

A. To determine from the superintendent who was working on the job, to pledge cooperation from the trades on this job working, and at that time the superintendent was a member of I believe the Carpenters Union. It is nothing out of the ordinary for one representative to go to talk to a union man of another trade on a project of any type.

Q. Why did you want to know who was working on the job?

A. Well, myself I had determined from information that there was a building and heating contractor and I wasn't there. I don't know just what they asked the superintendent, or just what they talked about.

Q. You didn't know at that time; that is, on July 27th you didn't know who the plumbing and heating sub-contractor on the job was?

A. I said I had determined from information who the plumbing and heating contractor was. I meant I wasn't [fol. 23] there to determine who he was to be. I don't know whether you could pin that down to any definite—when you hear those things in the trade that so-and-so had such a job or so-and-so was low, that doesn't determine actually who got the jobs. We hear figures quoted, but jobs are taken and the low bidder doesn't always get it. In our trade circles we sometimes hear who is low bidder on these projects.

Q. Weren't plumbers working on the job on July 27th?

A. I have no way of knowing; I wasn't there.

Q. That information wasn't obtained by the business agents who went up there?

A. No one made any mention of any plumbers being on that job at that time.

Q. I believe on the 27th of July you made an arrangement to meet with Mr. O. J. Graham on the following day?

A. Yes, on the following day.

Mr. Stallard: What day was that?
Mr. Moore: July 27th.

Q. Were the business agents who went there on July 27th going on behalf of the Council?
A. You mean to this job site?
Q. Yes.
A. The Council and their respective organizations.
Q. So they went in both capacities, is that right?
A. I assume they did.
[fol. 24] Q. You were President of the Council and in answer to my questions you keep assuming. As a matter of fact, don't you know they went in both capacities?
A. No, I don't. It is common policy for each representative to go out and police—what we call policing of our trade, and we go many a time just riding around with each other. If we have a job over in Hopewell and have got one at Camp Pickett, we don't drive half a dozen cars; three or four of us go over to Petersburg to the hospital, go to the insane asylum and then go to Pickett and then we come on back, each one of us representing our own union. If there is something we talk together with the superintendent on that job, we have all the trades in mind and we are talking for the good and welfare for organized labor, we are there together. That happens time after time that we go out together; at least, our trades. Just the inner man's thoughts of what every man is thinking when we are together, I am not capable and not qualified and have no right to answer.
Q. What was the purpose of the meeting you arranged with Mr. Graham for July 28th?
A. A meeting to talk with Mr. Graham due to the fact that in the past we had had a relationship with him, to ask him his plans and in my case, representing the Plumbers & Steamfitters, trying to further the interests of sub-contractors who use members of my local union.
[fol. 25] Q. If I understand you correctly, Mr. Joinville, you said that if there had been union sub-contractors on this job, that this sign still would have been carried up there by the picket line; is that right?
A. Yes.
Q. What would have been the point of carrying a sign——

A. Wait. You asked me if there had been a union plumbing contractor. I told you yes, not sub-contractor. You didn't say anything about sub-contractor; you asked about a union plumbing and heating contractor?

Q. Suppose that all of the sub-contractors on the job had been union sub-contractors; would the sign have been carried?

A. All the crafts—I will answer this way—all the crafts don't work for sub-contractors. Some of them work directly for the general contractor, like the carpenters and in some cases the common labor, the rod worker, cement finisher. The Council in many cases will go to a project or go to an owner and talk about these other trades, also not being employed by sub-contractors. So if all the sub-contractors had been union on this job, there would have been other members of the Council who could have been employed by other than sub-contractors.

Q. Would the sign have been carried up there with all [fol. 26] union labor on the job?

A. No, I don't think the sign would have been carried if there had been all union labor on the job, unless there was a group of jobs by the same contractor, and the Council's policy has been—we have never picked out an individual job, it is an over-all picture. Let me say this to get over what I am trying to get at. There was one time I think we had 28 pickets out on 28 projects by one contractor.

Q. You must admit that there would have been no purpose in carrying that sign saying "This is not a union job" if there were all union labor on the job?

A. That is true, but I want to make this point. We carried that sign and the intent of the affiliated unions was to let our friends and the people know by putting on this that this was not a union job, just as that sign stated.

Q. That sign represented a protest by you that there was non-union labor employed on the job?

A. That sign didn't say anything about a protest. That sign said: "This is a non-union job", stating a fact. It was no protest made whatsoever.

Q. Well, that is against your policy, isn't it, to have non-union labor on the job where you are working?

A. It is.

Q. And what non-union labor did the sign refer to?

A. I don't know. The only ones that were interested was [fol. 27] the individual locals who compose the Council and if I am right at this time I don't believe when these conferences were held—I don't know of anybody that was working on that job. I don't know of anyone that was working. There may have been one man or something like that or a couple of men around there on the shack, but I don't know that the project was going. I rode by there up and around town for a long time and I don't remember the men being working there.

Q. Who was the non-union labor the sign referred to?

A. When these conferences were going on I think previous to this picket sign being out the job as a whole was being referred to, but when the sign was put out I think I could definitely say—I don't think there was more than a dozen men at the most working.

Q. But who were the non-union workmen referred to by the sign?

A. You want names, or only——

Q. What crafts?

A. I think the laborers and hodcarriers. I don't think they were organized. I know there wasn't any union plumbers on the job.

Q. Were there non-union plumbers on the job?

A. Yes, I think there were several so-called plumbers. I don't know whether they were called plumbers. It was some laborers running terra cotta drainpipe, whether you [fol. 28] term them as plumbers or not. I don't have contacts with that kind of plumbers. Our plumbers are licensed. I don't know of any licensed plumber on the job.

Q. Did you have any objection to those men working up there.

A. I didn't have any objection to anyone working.

Q. You say the purpose of your call to arrange the meeting with Mr. O. J. Graham was to discuss generally his policies affecting the employment of union and non-union sub-contractors?

A. That is right. Not the policy; his policy as to non-union. I had no control over that. His policy as to letting his work to union contractors, I had no control over it.

Q. When you talked with Mr. Graham, which was on July 28th, you at that time had information about what had happened in the meeting the previous day with the business agents, hadn't you?

A. No more than just a general idea. I don't know that I had an idea; I knew my associates had been around there.

Q. As a matter of fact they told you about it when they came back?

A. Not when they came back to the office; sometime after I got back there.

[fol. 29] Q. Mr. Cochran, I believe, was present on the 27th of July?

A. Yes.

Q. And he went with you when you went to see Mr. Graham?

A. That is right.

Q. As a matter of fact, weren't you yourself up there on the 27th of July?

A. Up in Mr. Graham's office?

Q. No, up at the job.

A. No.

Q. You weren't up there just before this meeting was held with the superintendent?

A. No, I wasn't with that group.

Q. Weren't you up there, though, before the group talked to the superintendent?

A. No, I don't remember being there on that site of the job at all.

Q. Were you anywhere near the site?

A. Well, that I don't know. It just depends on what you call near.

Q. Ride by there in your car?

A. I drive by there very often, but I don't know—I wasn't at this meeting that they had with the superintendent on the site.

[fol. 30] Q. My question is weren't you up there in your car near the site before this meeting was held?

A. I don't remember being there at all.

Q. You don't deny that, though?

A. I think I could deny it. I don't remember being there at all.

Q. Do you deny it or not?

A. I could have rode out that way. I don't remember whether I went to Fredericksburg or whether I went to Charlottesville and I could have come out near the job or my car could have been there because I wouldn't deny I wasn't some place in the neighborhood going back and forth, but I wasn't on that project.

Q. Now you discussed with Mr. O. J. Graham the question of his employing union sub-contractors?

A. Union plumbing and heating sub-contractors, yes.

Q. You, as a matter of fact, requested Mr. Graham to employ a union plumbing and heating sub-contractor on that job?

A. I don't think we requested Mr. Graham to employ a union plumbing and heating sub-contractor on that job when he had already told me he had let the contract to another plumbing and heating contractor. In the course of the conversation I informed Mr. Graham what I thought the policy of the organization would be, citing to him that [fol. 31] I didn't think he should use the union sub-contractors to go out and obtain union jobs and then use non-union sub-contractors to obtain others and the conversation was along them lines. Mr. Graham definitely told me he had let the contract to another sub-contractor.

Q. Your sole objective in going to talk to Mr. Graham was to get him to let the plumbing on that project to a union sub-contractor?

A. Mr. Graham's policy in the future.

Q. You deny that you solicited and requested Mr. Graham to let the plumbing and heating sub-contractor be a union sub-contractor?

A. I believe I asked Mr. Graham if there was any way possible that he could let a union plumbing and heating contractor have that job, but then he definitely said he had made his commitment and he had let the contract, and then we rambled off. We talked—I talked along the line of the policy of the plumbers and steamfitters in the future in using union sub-contractors on some of his work and non-union sub-contractors on others, to use union sub-contractors to obtain work and then going out and using non-union sub-contractors on other work.

Q. Did you say you didn't know before you went to see

Mr. O. J. Graham on July 28th that the plumbing and heating contract had been let to a non-union sub-contractor? [fol. 32] A. I didn't say that. Back in my evidence I said I had through the trade channels heard that the contract had been let to a plumbing and heating contractor but that wasn't from Mr. Graham. I made that statement before.

Q. Who was it you heard had it?

A. I heard T. A. Talley had it.

Q. Is he a union or non-union sub?

A. He is not a union contractor.

Q. When you went out to see Mr. O. J. Graham your information was that the plumbing and heating sub-contract had already been let to T. A. Talley, who was a non-union contractor?

A. Not from Mr. Graham. I don't think I had that information from Mr. Graham at that time. I had heard it through trade channels that he was low, which didn't necessarily give him the job until it was given to him by Mr. Graham.

Q. Didn't you know Talley's men were working on the job?

A. I don't think at that time that Mr. Talley's men were working on the job. I think it was very few men working on the job at that time.

Q. Having that information, that a non-union sub had the plumbing and heating contract, you still arranged this appointment with Mr. Graham and went to his office with [fol. 33] your sole objective to get him to let the plumbing on that project to a union contractor?

A. I wouldn't say that was my sole object. I went to see Mr. Graham and it could have been possible—sometimes sub-contracts aren't let for sometime after the general contract is let. I go every day to see various owners and builders to furnish them lists of union sub-contractors, explain our trade set-up to them.

Q. Do you deny that your sole objective in going to see Mr. Graham was to get him to let the plumbing on that project to a union sub-contractor?

A. Yes, I deny it was my sole objective. I talked to him about his policy in the future.

Q. I read from the answer which was filed on behalf of

you and all of the other defendants in this case, paragraph 3 "That the sole objective of J. F. Joinville in calling on O. Graham was to get Graham Brothers to let the plumbing o the project in question to a sub-contractor employing mem bers of the Plumbers & Steamfitters Local 10."

That answer is sworn to by you and the other defendant Are you now stating what is sworn to in that answer is no a correct statement?

A. No, I wouldn't say that, but I am elaborating on wha I was in that meeting for and that was not just to talk abou [fol. 34] one project; I wanted to talk about getting Mr Graham to use union plumbing and heating contractors.

Q. You also stated in your answer that you admit that the conversation did drift into what the members of your local union might do if Graham Brothers continued their policy of employing all union sub-contractors on one job in order to get the contract while on other contracts the complainants employed a different policy in order to secure the contract.

A. That is right.

Q. Then what was it you told Mr. Graham that the members of the local union would do?

A. I think I told Mr. Graham this, that my local union—that the local union I represented would be reluctant to be used on a job to secure a job for Mr. Graham and then on the next job be left out. In other words, Mr. Graham cited the law and brought in the right to work law and I talked along those lines and I couldn't understand why to secure a job Mr. Graham could use union sub-contractors, but when it suited his convenience to secure other jobs without my trade he could quote the law.

Q. What is it that you told him that the members of the union were going to do about it?

A. I have stated that they would be reluctant to lend themselves to Mr. Graham getting contracts with their help [fol. 35] on some jobs and leaving them out on others.

Q. As a matter of fact, you told him they were going to take action about it, didn't you?

A. Your local union takes action whether I tell them or not. It was a large group of grown men and they were taking action without telling me. They have certain policies

set up and I assume they would expect me to pursue the interests of those sub-contractors so they would have employment.

Q. What sort of action did you tell him they would take?

A. I don't know that we told him we would take any definite action; I don't remember telling him we would take any definite action.

Q. You say here the conversation got into what the members of the union might do?

A. Might do.

Q. What is it you told him they might do?

A. I have stated it several times, that they would be reluctant to lend themselves on Mr. Graham's jobs so he could go out and get union contracts and then on other jobs forget them; in other words, employ non-union sub-contractors.

Q. What you meant by reluctant was that they would not work for him?

[fol. 36] A. We only work for sub-contractors.

Q. You wouldn't work on his jobs or would walk off the jobs and picket the jobs, isn't that what you meant?

A. I didn't say that.

Q. Isn't that what you meant?

A. I didn't mean that other than this. I meant exactly this, that the union plumbers and steamfitters weren't going to let Mr. Graham use them to go out and get union work under the guise of running a union shop and then on other jobs go out and forget them.

Q. But the manner in which they weren't going to let him do that——

A. I don't know what manner they would take.

Q. What does this mean in here when you say the conversation got into what they might do? Does that mean only they would be reluctant? Is that what you meant?

A. Yes, without taking any definite action they would be reluctant to go along with a policy that used them on one job and forget them on another. Now what action they would take to express themselves I wasn't in a position to tell Mr. Graham that.

Q. You had a pretty good idea, didn't you?

A. My idea of what action the local union might take then or now?

Q. At that time, didn't you know the probable action they [fol. 37] might take was to picket?

A. No.

Q. You didn't know that?

A. No, I didn't. I think, if I remember right, it was several months after that before we put the pickets out.

Q. Why did you wait so long?

A. Just to go along with the policy of informing our friends it wasn't a union job and which we thought under the free speech we had a perfect right to do; could put it in the newspaper if we wanted to so as to publicize it or have the newspaper put it in.

Q. I think you got it in the newspapers.

A. We felt and I still feel I always have a right to express myself to a fact.

Q. Why didn't you start picketing the following Monday morning like you all said you would do?

A. I don't know whether we said we would picket the following Monday morning or not. I disremember ever saying we would picket the following Monday.

Q. Why didn't you commence your picketing earlier?

A. I don't know. I don't know that it was any definite reason why we didn't start the next day, next week, or next month.

Q. Could it be because meanwhile you found out that non-union plumbers were working on that job?

[fol. 38] A. I certainly knew the day we went out to Mr. Graham's office that he intended to use Mr. Talley and the men that Mr. Talley worked, and it was no question in my mind, if that is what you are getting at. I knew that when I went out of that office because he definitely told me that Mr. Talley was going to do the job.

Q. Knowing that, why did you delay your picketing?

A. I would say that I thought—I speak for myself—I thought that this later date was the date some of our friends should be informed that Mr. Graham didn't have a union job.

Q. Why was the later date any better than the date in July when the picketing was threatened?

A. Well, it could have been maybe when we wanted to

let our friends know around that particular time that Mr. Graham wasn't running a union shop. We have a handbook—we have a yearly book we send out with union contractors in it and if an owner or builder has been thinking—before he thinks about building the job we send it when he is thinking about the job. I seen in the paper this morning the Ford Motor Company is getting ready to build and we will have to send a list to them.

Q. Is the common labor union included in the Trades Council?

A. They are affiliated with the Trades Council.

Q. In talking to Mr. Graham were you speaking for all the [fol. 39] group of you that share offices out there?

A. I was interested in the plumbers and steamfitters. That is what Mr. Graham—that is what I talked to him about.

Q. You were speaking only for the plumbers and the steamfitters?

A. I was talking about the plumbers and steamfitters.

Q. Only them?

A. I think Mr. Graham in the conversation brought out some of the other contracts that he had let and the commitments he had made. We might have talked about them in a general manner, but I was talking to him about the plumbers and the steamfitters.

Q. You didn't appear as a representative of the Council?

A. Well, I was there—I was President of the Council and whether I appeared or not I couldn't talk that way because I went in Mr. Graham's office—I went to Mr. Graham to talk about the plumbers and steamfitters.

Q. Were you speaking for the Council, too?

A. Well, I had no right to speak for the Council other than when I am authorized to make certain commitments for them. I had no authorization to make any commitment for them at that time.

Q. Your sole purpose in going there was to talk about the plumbers?

[fol. 40] A. That is right.

Q. Why did Mr. Cochran go?

A. You can ask Mr. Cochran that; I am not going to answer for Mr. Cochran.

Q. Didn't you and Mr. Cochran discuss this before you went?

A. Mr. Cochran knew I was going around to see Mr. Graham and I asked Mr. Cochran in our usual duties, going around did he want to go around with me and he said yes.

Q. In your usual duties?

A. In going together, three or four agents going together.

Q. In paragraph 3 of the answer filed in this cause you referred to previous statements of Graham Brothers to you and the other defendants that they employed some union and some non-union labor. Can you tell me under what circumstances those statements were made and when they were made?

A. Let me see. I don't quite get that.

(Answer handed to witness.)

A. (Continuing) Well, I don't know if I can elaborate on that statement a whole lot. I know he worked union sub-contractors on certain jobs and then there was some other job I believe in Petersburg I don't think all the sub-contractors were union. I don't remember just exactly if that was the one.

[fol. 41] Q. What was the nature of the conversation that you had with Mr. Graham?

A. I don't know exactly, Mr. Moore. There had been conversations on down the line, the work Mr. Graham done over a period. I wouldn't like to say definitely.

Q. Did you register any protest with Mr. Graham at that time about employing some non-union sub-contractors?

A. I think one time on the work in a phone conversation I discussed with Mr. Graham a job. I don't remember just what job it was previous to this one; I don't know how far back it was at this time, somewhere within a few months, something like that. I think it was a job down at Petersburg; I am not positive.

Q. You stated you went to talk to Mr. Graham on July 28th only about the plumbing and heating. As a matter of fact, when you did talk with him you talked in general about his engaging non-union sub-contractors and didn't limit the conversation to the plumbing?

A. I think it was perhaps all in the conversation, that he

perhaps said: "I gave the sub-contract to this trade or that trade, and such-and-such" and that was discussed.

Q. Under the rules of the Council and its local unions if a picket line is established on a job aren't the Council and the members of the union under its rules bound to honor that picket line and not cross it?

[fol. 42] A. That is the unwritten law, but it is not in our constitution or any contract or any by-laws, but it has always been an understood part of the union men or women that they would honor picket lines.

Q. So that the necessary result of picketing on the project would be that the union employees would either stop working or not come to work when the picket line was established?

A. Not necessarily because in the past before the laws were enacted our policy was that we would put on our picket signs—using you for an illustration, Moore with such-and-such a title is unfair to plumbers and steamfitters or electricians or painters, and so forth, and we would put that sign out, not under the Taft-Hartley Law——

Q. Don't carry any signs about me.

The Witness: I am just using that. You can scratch your name out. I just used that for an illustration.

A. Then the law came out and on projects like down in Williamsburg we changed the reading on our signs to conform and said "This project". We then didn't name any particular contractor. We are now, or we have now with the State law and the Taft-Hartley Law, the background of both of them, we feel that we have a right to inform the people and our friends that such-and-such a thing actually [fol. 43] happens or it is such-and-such thing, and we didn't put Mr. Graham on the unfair list. We didn't say he was unfair to anyone; we just stated the fact this was a non-union job. It would have been up to the trades employed on the project to determine whether they crossed that picket line or not.

Q. The strong probability is that they would honor the picket line?

A. Most union men honor a picket line.

Q. And isn't that the tacit understanding among unions

and members of your Council, that they will honor a picket line?

A. Yes, that is the understanding of the members. That is the unwritten law, they don't cross picket lines.

Q. That is still the unwritten law today, isn't it?

A. Yes, it is.

Q. And if someone were not going to observe that unwritten law, there would be no point in their belonging to the Council, would there?

A. Oh, no, the members get different benefits from the Council than just a picket. Take the Council in a case like today, banded together where all active trades that have business agents—we have small trades like the Asbestos. Workers who have a representative but not a business agent —most of the members derive from the Council today a full-time secretary and even stenographic work that we get each day.

[fol. 44] In other words, having a secretary there, we get all of that whereas it would cost us five or six or seven hundred dollars, or even more, if that was done alone.

Q. When this picketing was carried out it was known by you and the other agents that the very probable—almost certain result would be that the union labor on the job would honor the picket line and either cease work or not come to work at all?

A. We had no way to determine that. The white carpenters weren't members of our Council.

Q. But they are union men, aren't they?

A. I think they are. I don't know whether they are or not.

Q. Do you deny that you knew there was a strong probability that the union labor on that job was going to honor the picket line?

A. I don't think we had any way of knowing at that time whether the carpenters or the non affiliates were going to honor the line. They weren't members of the Council; they hadn't taken part in any deliberations or any carrying of any signs.

Q. I am referring to the result perhaps.

A. The results perhaps—I don't know if it was any actual members on the job when the signs were on there.

Q. Was ther a probability that union men on the job who [fol. 45] belonged to unions whose business agents were

together with you engaged in planning this thing would stop working?

A. I think definitely no because I don't think there was any of the crafts other than maybe one—one man that was on there whose local was affiliated with the Council at that time.

Q. Who was that?

A. It was a rod worker I believe that belonged I believe to the Iron Workers or the Cement Finishers; I am not sure which one it was. The rest—none of the other trades had any of their members on the job and the fact that the business agents were carrying a picket sign it was just action of the various trades to let the public know that this job was non-union because I know myself I wasn't going to walk a picket line very long. We hadn't employed any pickets or hadn't any pickets from our membership.

Q. How long did you plan to walk it?

A. Several days.

Q. And then you didn't plan to picket any more?

A. No. It was no plan of extensive picketing on that job.

Q. So that the injunction which has been entered against you in this case was not in any way interfering with your [fol. 46] plan?

A. Well, I don't know now. Technically we had papers served on us on the day before we went down to the Court if I remember correct. That afternoon was the last day I believe we had the pickets on and we didn't go to the Court until the next day and I assume we could have kept the pickets on there until the Judge gave his decree. I think that is the law; I am not sure.

Q. But your plan of picketing was only for a few days and you didn't plan to do any further picketing?

A. At that particular time, no.

Q. Who determined that this picketing would start on the 25th of September?

A. Just one of those things that happen any time; the group agreed to do a certain thing and that is it.

Q. Well, a group did agree to do this, isn't that right?

A. Oh, yes. They were members of the Council, Plumbers and Steamfitters included.

Q. Do you know who it was who were in the group that agreed to go ahead with this picketing?

A. I don't think I could name names other than the affiliates of the Council.

Q. All of them?

A. I assume it was. I don't remember any objection to [fol. 47] the action the Council took.

Q. You mean all of you having offices together; it was talked over among all of you and determined——

A. Any time a picket is put out for any reason.

Q. It is t joint action of all of you who have offices together, which includes the Council and all of its affiliates?

A. Yes.

Q. When the picketing started on September 25th how far in advance had you planned to do it?

A. I don't remember. I mean we put pickets out as far back as I can remember. I have walked picket line down on the Norfolk waterfront right after the first World War after I got out of service. It was just a question of letting the people know or letting our friends know if was a non-union job; it wasn't John Jones or anybody else. We have had pickets around here for years, ever since I have been in the labor movement.

Q. The picketing started on the morning of September 25th, but when did your group decide that the picketing would be started at that time? Was it a few days before——

A. Oh, I imagine it was a long time before. It is natural to suppose that any time contractors who you have relations with, have union contracts with, when there is any change in the policy that policy is discussed. It could have been [fol. 48] discussed a year or two years ago.

Q. This decision to picket was reached by your group at least several days before the time the picketing actually started?

A. I don't know. It might have just come on that every business agent or every representative was free to walk a couple of days and might have started on the spur of the moment.

Q. You don't mean to say that by coincidence a group of business agents happened to appear up there about eight o'clock on the morning of September 25th and started picketing? You don't mean that, do you?

A. Well, no, I don't exactly mean that, but I mean this: That could happen because, after all, that could have been

spontaneous, somebody say: "This is a non-union job. Can you walk picket this morning?" and go out there and put pickets out.

Q. Is that the way this happened?

A. It was no action definitely against Graham.

Q. I am trying to find out how long before the picketing started was it that your group determined that they would picket?

A. I think the last case when we had all the pickets out—J. K. Perrin—was the time I think we determined a condition arose where a contractor——

[fol. 49] Q. I don't mean to interrupt you, sir, but we are not dealing with J. K. Perrin; we are dealing with O. J. Graham.

Mr. Stallard: Counsel wants him to explain that. I object to your interfering with the witness. Let him tell what his policy is and where he got it from.

A. I am not going to say the Council took definite action against Graham as Graham. That is what I am trying to explain. We have had the policy all the way down the line. We had 26 or 28 pickets out at one time. That was a condition where we let the public know that J. K. Perrin was not working with the Richmond Building Trades Council and then went right on down the line and didn't take any action. That is something that just happens. I don't think the Council went on record as naming Graham or anyone else, but just a condition we wanted our friends to know.

Q. Does that mean the Council disclaims any responsibility for their name being on the sign that was being carried?

A. No. I expect after I leave here to go with whoever is going now to let the Ford people know who use union contractors. That is advertising and we are going to give them a list of our union sub-contractors and go into a series I imagine of negotiations with this Campbell Company out [fol. 50] of Detroit. We have talked to him and have had conferences with him in our office. Tomorrow or the next day or two months from now if the Campbell Company comes in here and they employ non-union labor perhaps the boys would say, "Let's put a picket on to let the people

know this is not a union contractor." We don't have to take action to do that.

Q. That is something that would be within your general powers or implied powers?

A. It is the unwritten law.

Q. You say your policy on this and other situations is that when non-union labor is employed that you will go ahead or your group will go ahead and throw out a picket line?

A. No, not necessarily throw out a picket line. We will inform our friends that such-and-such contractor is not a union contractor.

Q. By means of pickets?

A. We have pickets and I assume we will in the future and if a contractor is non-union, employs non-union employees, and he goes and we feel he is going to estimate on union work where the owner wants our labor, I assume we would let the owner know through pickets or a letter or any other way that man was running an open shop job or not working a union job. We do that every day.

Q. It has been your experience where you put out pickets [fol. 51] that the union labor on the job generally stopped working, doesn't it?

A. Well, in most cases union labor does. When there is a picket line they refuse to cross it.

Q. Where there is a substantial number of union workers on the job the effect of the picketing is to greatly curtail the amount of work that can be done on the job.

A. Well, in a case where we put pickets out and the job is in progress, yes, I would say that, but in this case I don't think it was more than eight or ten men on there and I know the majority of them were non-union and I know the non-union men don't stop. So it wasn't a question of stopping the job; there was nothing there to stop.

Q. You say you know there were eight or ten men who were on the job and that the majority of them were non-union men. I asked you a while ago if any plumbers were working on the job and I understood you didn't have information about what workers were there. I believe the two statements are inconsistent. Can you explain that?

A. I said as far as plumbers I couldn't say they were plumbers. There were some laborers running some terra

cotta drainpipe; whether they were plumbers or not, I couldn't say. They were doing plumbing work, but they were colored workers running drain tile. I didn't see any licensed—I know most of the licensed plumbers around town and I didn't see any licensed plumbers I knew on the [fol. 52] job and I didn't see any other trades on there except some laborers and I said maybe as many as ten men, but not more than a dozen men.

Q. You saw several carpenters on the job, didn't you?

A. I don't think I did see any carpenters on the job. I think some of the carpenters I believe had left the job.

Q. You mean when you got there?

A. When I got there, yes.

Q. Isn't it a fact this picketing was planned sometime in advance of Monday morning, September 25th, and you all had reached an agreement and made arrangements to meet there on Monday morning and start the picketing?

A. I think we had agreed for the business agents to walk the picket but I don't think it was any set date—I am positive it wasn't any set date. It might have been that the policy was that when the agents were free they would walk the picket line, if they could spend time say for several days to walk the picket line. That was the only arrangement made.

Q. Wasn't the word passed that the picketing would start on Monday?

A. I am positive we didn't keep it a secret. We perhaps talked about pickets going out, something like that. That may have gotten around.

Q. It was passed to the people who were going to do the [fol. 53] picketing, wasn't it?

A. I assume yes.

Q. Wasn't one of the people who were to do the picketing or was there Mr. Jack Wright, business representative of the Steel Workers?

A. Mr. Jack Wright didn't do any picketing.

Q. Wasn't he up there?

A. He was up there, I believe—I think he was in the conference. I am not positive, but I am told he was in the conference on the day before in this meeting.

Q. I am referring to September 25th.

A. When we walked the pickets?

Q. Yes.

A. He may have took two hours with us, I am not positive. I know all the business agents were supposed to take two hours and whether he took his two hours or not I wouldn't swear to it. He was supposed to do it. He volunteered to take two hours with us.

Q. Wouldn't the passing of the word that the picketing was going to start on Monday morning, September 25th, account for the fact that the rodmen who were members of Mr. Wright's local didn't come to work on that Monday?

A. If they heard of a picket line being out there, they would have either crossed it or stayed away, one or the other. So evidently they didn't cross it if they didn't come [fol. 54] to work. I don't know if he was in Richmond—you are telling me; I don't know. I didn't represent the rodmen; I don't know whether any of them were supposed to go to work or not.

Q. But the passing of the word that there would be a picket line with the unwritten rule to which you have previously referred could account for the fact that the rodmen didn't show up for work?

A. Yes, it could.

Q. That would be normal—the natural thing?

A. Yes, it could.

Q. Do you know who was present when this picketing started up there on Monday morning?

A. I think myself and Mr. Johnson and I think Mr. Turner.

Mr. Turner: No, I wasn't there.

A. (Continuing) I said I think. Mr. Johnson and I were and I thought Mr. Turner was.

Q. Was Mr. W. E. Long there?

A. I don't remember whether Mr. Long was there when we started picketing.

Q. Mr. Johnson, Mr. Turner and yourself were there when it started.

A. I said I am assuming—I was thinking Mr. Turner. I know Mr. Johnson and I were there when it started, I am definite on that.

[fol. 55] Q. Was Mr. Johnson the first one to start carrying the sign?

A. I think we both started about the same time.

Q. You only had one sign, didn't you?

A. No, we had two signs.

Q. Both of you carrying signs?

A. Yes. For some reasons, it doesn't come to me now, I had to leave early or Mr. Johnson had to leave or something, I don't know. We were both walking for a short time together.

Q. Who else carried the sign besides you and Mr. Johnson?

A. Mr. Turner, Mr. Long——

Q. What union is Mr. Long agent for?

A. The laborers.

Q. Common laborers?

A. Common laborers and hodcarriers.

Q. Did anybody else come up there?

A. I think Mr. Mitan of the Engineers.

Q. What is his first name?

A. Louis.

Q. What about Mr. Cochran? What is the difference between Mr. Mitan's and Mr. Cochran's union?

A. No difference. Mr. Cochran is the business representative and Mr. Mitan is under Mr. Cochran.

[fol. 56] Q. He is assistant to Mr. Cochran?

A. Yes, that is right.

Q. And Mr. Wright was up there, but you don't know whether he carried a sign or not?

A. I am not positive, but it is evident he did walk. I couldn't say positively. We had an interval we didn't have any pickets on the second day. I don't know whether he took his turn or not, or whether he volunteered or not. I couldn't say.

Q. Do the business representatives usually do the picketing themselves or do the members of the unions do it?

A. It can be both ways. If it is a local union the members of the local union with the business agent usually carry the picket signs.

Q. But this picketing here was carried on on behalf of the Council and other unions together as a group proposition, wasn't it?

A. I don't know whether you could say it was a group proposition or not. It was just a means of cooperation. Some of the trades were there. As I understood from Mr. Graham who had secured or Mr. Graham had given their contractors the contract and they didn't have any condition there any different to their union conditions and their trade conditions.

Q. You said Mr. Johnson carried the sign. Do you know [fol. 57] who had the painting sub-contract there?

A. No more than hearing Mr. Johnson say who was the painting contractor. I don't remember the exact name now. I believe it was Mr. Lindsay, but I wouldn't say.

Q. Was he union or non-union?

A. I believe Mr. Johnson said he was union. I am not positive that was the right name.

Q. Why would Mr. Johnson be carrying a sign for a union which had union men on there? Why were they concerned about what was going on and you had a union sub-contractor?

A. Well, Mr. Johnson carried the sign I think as an individual, as I did, as there was no action by the Plumbers & Steamfitters other than a policy set over the years. It was no action by the Council other than a policy set over a term of years and handed down when we had our charters and we all took it upon ourselves to go out there and say this was a non-union job. Now Mr. Johnson or John Jones thinking along lines of why he carried it, I couldn't answer for that. It was just one of those things, a matter of cooperation. One said it is a non-union job or not a union job and we all agreed upon that point. It was no question about any individual man. So we took turns carrying the picket sign to let the people know it wasn't a union job.

Q. If it had been a union plumbing sub-contractor on this job, this picketing would never have started, would it?

[fol. 58] A. If anyone wanted to carry—if it wasn't a union job and if it had been a plumbing and heating contractor on it but there were other unions and the pickets had signs and went on that project, I would help carry that picket a couple of hours myself just like I did; no question about that.

Q. If there had been any non-union on the job at all you would have helped?

A. That is right.

Q. As a cooperative matter?

A. That is right.

Q. All of this is really a cooperative matter between the Council and its affiliated unions?

A. Yes.

Q. So although Mr. Johnson may have been acting partially on his own behalf in carrying the signs, his actions up there actually represented the action of the Richmond Building Trades Council and its unions?

A. If his local union had not taken any part in the placing of pickets, not authorized him officially or otherwise to go into it, he perhaps as an agent went out there to keep myself and others from walking longer hours. I don't know just what was in his mind.

Q. Did the Council and the union affiliates hold a meet-
[fol. 59] ing about this after the Court action had started?

A. We have what we call a business agents' meeting almost every day before we go out in the field after we leave our office or before we leave our office to do our daily work and I am positive we discussed it after the Court action. I know we were bound to after the papers were served on us —discussed it.

Q. And the defense in this cause as well as the initial action taken is all part of a cooperative effort from all of you?

A. What is your interpretation of cooperative?

Q. Just answer the question as you see fit.

A. Well, it is affiliated unions working together, cooperating with each other. That is the only answer I can give you. The same as half a dozen men joining the union, they cooperate with each other or they wouldn't join the union.

Q. Do you deny that the purpose of the picketing here was to stop the work on this project?

A. I don't deny that it stopped several of the men from working but I do deny that the intent was to stop the project, because there wasn't anyone on there to stop other than about three or four men, and in our past policy or past actions if we wanted to stop a project we would have put on there a little more than "This is not a union job." We
[fol. 60] put that picket out to inform our friends it was not a union job and by the token of the business agents, who I

know they don't pay—my organization doesn't pay me wages and furnish me trips and an automobile to walk picket lines. We can get pickets a lot cheaper than that. So by the token of the business agents meeting out there it wasn't any intent to stop that job. We weren't going to be out there but just several days.

Mr. Moore: We reserve the right to recall Mr. Jonville for further questioning.

Cross examination.

By Mr. Stallard:

Q. Before the right to work and the Taft-Hartley Act your union did have what is known as union shop agreements?

A. That is right.

Q. After the right to work and the Taft-Hartley Act what was the policy of your International and your local unions?

A. The policy of the International union was to make positive that nothing in our contracts violated the Taft-Hartley or any State anti-labor law.

Q. Had you those provisions in your contracts with the sub-contractors?

[fol. 61] A. I think most of the contracts have covered certain stipulations that nothing is contrary to the Taft-Hartley law and so forth.

Q. Is that policy carried out by you at the direction of your International?

A. That is right; it is.

Q. Do you take your contract to Washington and let your International look at it from time to time?

A. We have to submit our contracts to Washington so there is no conflict with the policy laid down by the United Association.

Q. To your knowledge, have you broken any State law?

Mr. Moore: I object to that question. It calls for a conclusion of law on the part of the witness.

By Mr. Stallard:

Q. Was it your intent to break any State law?

A. No, no intent to break any State law.

Q. You stated on direct examination here that certain business representatives did call on the superintendent, but you weren't present. Would you have had any objection to being present if it had been convenient?

A. None whatsoever. If I had been around I would have gone around with them.

Q. Now those business representatives called on the [fol. 62] superintendent. Do you know what they discussed?

A. I couldn't say; I wasn't there.

Q. Is there anything unusual about business representatives going to call on the superintendent and contractors where a contract to build a building has been let?

A. It is a policy and good business for representatives of the building and construction trade unions to make contacts and relationship between owners, contractors and anyone where the membership can be employed. That is primarily their job.

May I add this to it? Each and every local union I know of the membership have a right to solicit work. So it is a business representative's duty to put men to work. His duty is to go out and make contacts and relationship where his members can secure employment.

Q. Do you or do you not give a list of your sub-contractors to the general contractor?

A. We have a written list in a book form or pamphlet form.

Q. Do you ask the contractor to employ say your plumbers directly?

A. No. The plumbers and steamfitters only work for bona fide heating and plumbing contractors.

Q. You said two or three times licensed plumbers. Do they have to be union plumbers to be licensed plumbers?

[fol. 63] A. Not necessarily, no. Anyone that is qualified —any plumber that is qualified can get a license from the City of Richmond. Any contractor who is qualified, what we call a master, to do plumbing in the City of Richmond or the County of Henrico or Chesterfield can get a license.

Q. Mr. Graham alleges in his fourth paragraph of his bill of complaint that you, as business representative for your local, called upon his superintendent, who was then working on the said construction project which is located in the City of Richmond, Virginia, and that you demanded that unless all non-union labor were laid off on the project the union laborers thereon would refuse to work and would throw a picket line around the project which would not be crossed by any member of any union. Did you make that demand on his superintenednt?

A. I wasn't around there to make that demand.

Q. Do you know what demands were made of the superintendent?

A. I do not; I wasn't there.

Q. Now you did call Mr. Graham up for an appointment?

A. I did.

Q. Just why did you call Mr. Graham up?

A. I wanted to discuss with Mr. Graham the letting of contracts to union sub-contractors—plumbing and heating contractors.

[fol. 64] Q. Did you carry to his office or suggest a list of your contractors?

A. I am positive Mr. Graham had a list of the union sub-contractors which had been furnished him from year to year through this handbook we have printed.

Q. Did you ask Mr. Graham to employ any of your men or sub-contractors who had a contract with your union?

A. I couldn't ask him under our set-up under the building trades set-up. Mr. Graham doesn't employ any members of my local union, never has and doesn't intend to because he isn't qualified as a plumbing and heating contractor under the State and City law. So representing the plumbers and steamfitters over a term of quite a few years, I don't think it is any question I asked Mr. Graham to employ any plumber or steamfitter because he doesn't employ them and under the existing laws he couldn't; he isn't qualified.

Q. Did you request him to employ sub-contractors who did employ union plumbers?

A. I requested him to let his contracts to union sub-contractors who employ union plumbers and steamfitters.

Q. Did he then inform you that he had already let his plumbing and heating contract to some other contractor?

A. He had. He told me definitely he had let it to Mr. T. A. Talley.

[fol. 65] Q. Now Mr. Graham has alleged that you came to talk with him as business representative for Local No. 10 and that you renewed your request of July 27, 1950, that all non-union labor on the job project be laid off or discharged. Did you make that request?

A. No.

Q. Were you interested in all the non-union labor on the project being laid off?

A. I was only interested in furthering the interests of union labor. As to the standing and who was on the job and what crafts, I didn't know and didn't know until I talked to Mr. Graham and got it from him direct.

Q. Did you in your conversation with him request him to lay off or fire or discharge anybody?

A. No. Mr. Graham definitely told me he intended to go through with it and I asked him to give his contracts to some of the boys—some of the contractors whom he had let his contracts to in the past. He said definitely he had made commitment to Mr. Talley and he intended to hold Mr. Talley to his commitment and see that Mr. Talley completed that job, and knowing the contracting business, I know that.

Q. You have read and studied the union shop law, have you not?

A. I have, the law or policy. We construe it as a policy.

[fol. 66] Q. Under what you know of that law and policy could you have asked him to lay off anybody?

A. I could not. The only one that could have gotten rid of any plumbers and steamfitters up on that job would have been Mr. Talley.

Q. In other words, Mr. Graham couldn't fire non-union men who worked for subcontractors, could he?

A. I don't think he could have fired any man of Mr. Talley's when Mr. Talley had the contract. Knowing Mr. Talley as well as I do, I know he wouldn't allow Mr. Graham or anyone else to fire his men.

Q. If he had been requested as stated here, would you consider that a sensible request?

A. Absolutely not.

Mr. Moore: I object to that as not being in evidence.

The Witness: I think it is evidence.

By Mr. Stallard:

Q. What was the nature of your conversation when you first went in the office?

A. Usually the conversation with myself as representing the union when I talk to anyone is to pass the time of day and then ask him if there isn't some way the union that I represent and the contractor and owner can't cooperate and those in the construction work don't have to elaborate [fol. 67] on it. A contractor in construction knows when I come in his office representing the steamfitters and plumbers and ask about cooperation he knows I mean employment of my membership and when I talk to him about cooperation I assume he believes I am there to get my membership work and also to get qualified plumbers and steamfitters to complete his job at the least cost, and so forth, and then when Mr. Graham stated definitely that the contract had been let, that Mr. T. A. Talley had the contract and would do the work, then the conversation drifted along the lines as I have stated, that my membership was going to be very reluctant to go along with any contractor as in the past and allow them to receive union contracts on the assumption that they were going to have our labor to complete that contract and then across the street use non-union plumbers and steamfitters, and Mr. Graham again insisted that he was going to insist upon those sub-contractors or he had let that work to complete that contract and it was no question of my entering into it whatever. I had no contract relationship with Talley. He was going to make Talley complete that contract and all my efforts were to attempt to sell him on the idea of using union plumbing and heating contractors. It was nothing else I could do.

Q. Now why was Mr. Cochran along with you, if you know?

[fol. 68] A. Well, Mr. Cochran—it is certain crafts that team up a little more than others. In other words, Mr.

Cochran and I work very close together. His craft usually starts a job, like my craft—one of my affiliates—he digs the ground floor and while they are digging the ground floor the plumbers are laying all sewer lines under the building, and Henry and I travel along a whole lot more than I would with the painters or the plasterers which it would be six months before their work began in the building and ours is almost completed.

Q. Before you went there did you know Mr. Cochran's sub-contractor?

A. One of his sub-contractors had done the excavating, dug the hole for the boiler room and put foundations on the job.

Q. And completed it?

A. Yes.

Q. So he wasn't there for the purpose of talking to Mr. Graham at all?

A. I don't remember Mr. Cochran saying anything other than to pass the time of day.

Q. You were asked if the members of your local would work on a job with non-union employees and you said they wouldn't work on a project with non-union plumbers. Your local has contracts with sub-contractors—plumbing con-
[fol. 69] tractors, does it not?

A. That is right.

Q. And if one of those sub-contractors got a job, there would be no occasion for a non-union plumber to be on the job, would there?

A. That is right.

Q. Now you didn't mean to infer if you went to say Thalhimer's store where about 2600 employees are working that they wouldn't work there on that project with non-union employees?

A. No. I think we stated we were a service organization and we go into a lot of places. We go into homes, office buildings and maybe there are one or two maintenance men. We go in those places constantly and do their plumbing and oil burners.

Q. And the next day a non-union carpenter might come in and do some work?

A. Might be employed there, going around fixing up. He might be a maintenance man that we go in and fix the

radiator in an office like this, perhaps, a maintenance plumber on the job.

Q. You have read the bill of complaint, have you not?

A. Yes, I have read it.

Q. Mr. Graham had admitted he had some sub-contractors who were union and some sub-contractors who em-
[fol. 70] ployed non-union men, didn't he?

A. That is right.

Q. You weren't speaking to Mr. Graham for the painters on July 28th were you?

A. I had no reason to speak for them. I had been told he had a contractor who would employ his members. I thought he said Lindsay, or something like that. I knew he knew his business well enough to know that contractor would employ his membership. Those names pass through my mind but I know when he told me that he was positive he had a place for his membership to work.

Q. Mr. Graham in his bill of complaint, paragraph 4, states that you made a demand that the non-union labor be laid off on the project. Did you understand on July 27th that he had men working there on the project?

A. I couldn't say I understood he had anybody working there on the project. The policy we have always followed and I don't think we have changed it in this case at this date—first, that 27th when that committee went around there it was just about the time that the superintendent would hit the job, the first day or so when he was putting up a shack. We don't wait until the job is all started and a thousand men or five hundred men go on there before we go around and make our contacts. We go around there when that job is first being started and it is usually with
[fol. 71] the superintendent, who in most cases is a carpenter—why they are qualified—I shouldn't say that; but they are usually superintendents on the job. The first thing they do is to build a shack and sometimes it is two or three weeks before the job is started. They receive some material and they allot the sub-contractors who are going to do the work—allot them a space they can stack their material and build them a shack so the men can change their clothes, and lay out the lines of the building so the excavator can come in and cut for the footings, and sometimes a super-

intendent would be there a long time before there was any men there.

I rode by there one day and I saw the one that was the excavating contractor there and I assumed the superintendent had laid the lines of the building out and the men come along and cut the lines for the building and dug the hole for the basement foundation.

Q. Now Mr. Graham alleges that you called on him on July 28th?

A. That is right.

Q. And renewed your request that all non-union labor on the project be laid off and discharged. If there were no men on the project would you have asked him to lay off people that weren't on the project?

A. I don't think so. I don't remember anybody being on there except the superintendent, I think that was my [fol. 72] impression from what I have been told; maybe one man or so to help him build a shack. Now there had been previous to that, I think—there perhaps had been some laborers—I don't know this point; I am just assuming it was old buildings down there and we have people in construction that take and clear off the place for the bricks and all. I was just thinking Mr. Graham didn't pay anything for that. The men get the bricks for cleaning it off, the trash off, for getting it out.

Q. Let's assume that you did make this request on July 28th to lay off the men and did threaten that you were going to put on pickets on July 28th. Would you have waited two months if that assumption had been true?

A. I don't think we would. If we had any idea of stopping the job, we wouldn't have waited, if there had been any men on the job.

Q. Mr. Moore has asked you several times why you waited?

A. I think about the only thing I can think of and that I know of we waited was myself—talking for myself, it was just I had to go out of town. I have a right good jurisdiction: Front Royal, Petersburg, Camp Pickett, Charlottesville. It was just one of the times I think that I could conveniently carry a picket for a couple of days.

Q. Mr. Graham filed his bill of complaint and the decree

[fol. 73] of Court was entered which said the purpose of your picketing was to deprive the non-union employees who were engaged in work on the George Washington Carver School in the City of Richmond, Virginia, of the right to continue said work unless they became members of a union. Were you trying to get members of the union when you called on Mr. Graham?

A. I definitely wasn't.

Q. Have you ever heard of a picket line getting members of a union? Is that the way you solicit members?

A. We never solicit them through a picket line.

Q. Who picketed the job? I mean what defendants here picketed the job?

A. Myself, I picketed the job.

Q. What defendants, I say. Was it the Council that picketed the job?

A. It was the business representatives who picketed that job.

Q. What did the sign say?

A. "This is not a union job," I believe.

(Picture handed witness.)

A. (Continuing) "This is not a union job" and "Building Trades Council" was on it.

Mr. Moore: They have got it in here, if you want it. There it is right in the paper.

[fol. 74] The Witness: "This is not a union job. Richmond Building Trades Council." I don't think the paper made a mistake.

By Mr. Stallard:

Q. If one of Mr. Graham's non-union employees or a non-union employee working for a sub-contractor had come up to the Council, could he have joined the Council?

A. No.

Q. Did you deprive any of these non-union employees of employment?

A. Not a one of them.

Q. Did you see any of them walk off the job?

A. I didn't see anyone walk off the job.

Q. Did you solicit any of them to join your union?

A. No, there wasn't a man on there that I know of that was qualified to join the Plumbers & Steamfitters Union.

Q. How do you get in the Plumbers' Union?

A. You have to work at the business or are actually engaged in plumbing and heating and serve an apprenticeship for five years; you have to pass an examination given to you by the local union by five and then in the case of a plumber you must have a license to do plumbing from the City of Richmond; in the case of a steamfitter you must have five years, or a welder, so engaged under an apprenticeship to pass the steamfitters' or welders' examination by a board [fol. 75] of five, and if there is any code, city code or state code, you also have to pass that, and I understand from now on you have to pass the boiler code to work on boilers and steamfitting in buildings.

Q. Were you interested in whether Mr. Graham's non-union employees or those employees working for sub-contractors joined other crafts.

A. I didn't have any right to be interested in them; that was up to the individual crafts.

Q. Would you care to state whether the non-union sub-contractors in Richmond are in the majority or the minority?

A. I would say the contractors in number—the non-union contractors in number is a vast majority.

Q. You further stated when Mr. Moore was examining you that it was a policy on non-union jobs to put a picket out, that you weren't directing it at Graham specifically. Can you recall when that policy was laid down and by whom?

A. Let me get that straight. Will you repeat that for me?

Q. You further stated when Mr. Moore was examining you that it was a policy on non-union jobs to put a picket out, that you weren't directing it at Graham specifically. Can you recall when that policy was laid down and by whom?

A. That policy was laid down years back by the Building [fol. 76] Trades Department and its affiliate Building Trades Council. As I stated before, the law came into effect. We used to put the name of the contractor. Sometimes we used the secondary contract, put the name of the owner; this firm or store is unfair to such-and-such local. Then we changed them to whoever the contractor was or if the

owner did it direct we put the owner on, or if the contractor we put the contractor, but this was the only case I know of that we didn't name any particular one; we just said this job wasn't union. We had pickets all over the City of Richmond where they were definitely named.

Q. Did the Council picket the library job which was done by Doyle & Russell?

A. I believe it was in 1938 or possibly 1939, before the war; we had pickets there quite a while.

Q. Did the Council put pickets on the Williamsburg Hotel—Eastern State Hospital?

A. We had them there about a year.

Q. Has the Council picketed any contractors in Petersburg in recent years?

Mr. Moore: I object to anything about Petersburg——

The Witness: That is all in the jurisdiction.

Mr. Moore:—on the ground it is not material to this case.

[fol. 77] The Witness: May I say this? Mr. Graham does work all through our jurisdiction and is now doing work over in Petersburg.

Q. Would you state that you have missed some jobs?

A. We have definitely.

Q. Was it intentional?

A. Oh, no, it wasn't intentional.

Q. Mr. Joinville, what is the usual result if you put a picket on the job?

A. The usual result of having a picket is when you have a definite agreement or disagreement with a certain contractor or a group of contractors and you put them on and you name—you say why you have your pickets on there; you say that the plumbing contractor John Jones is unfair to the Plumbers & Steamfitters. That is a part of the Council. The Council does a part of that, the financing, and so forth, or we say John Jones, painting contractor, is unfair to painters 1018, that the owner is unfair to the Building Trades Council. That is definitely a policy to stop or let our union men know that is a condition on that job in violation of their agreement with certain contractors.

Q. Will that ultimately result in union men not passing over the picket line?

A. That is right.

Q. How many people did you deprive Mr. Graham of?
[fol. 78] A. I don't know of any. Mr. Moore cited about the rodman that didn't show up. That perhaps was one, and I think, to the best of my knowledge, it was three carpenters.

Q. Three?

A. I am only assuming that from what I hear; I didn't count them. They are not affiliated with us; so I don't know.

Q. If you had not been enjoined, would Mr. Graham have been able to continue his job?

A. Mr. Graham could have done that job if we had kept the pickets on.

Q. Why do you say that?

A. Mr. Graham could have gotten all the labor he wanted for that job without getting any union men.

Q. Do you know whether the four business representatives mentioned in the bill of complaint had actually stated that their union sub-contractors had gotten the job and, if so, how many?

A. Well, in the case of the Engineers I knew by seeing the contractor's equipment on riding by there prior to that that he had the excavating and it is common policy your excavator usually starts the house, and power equipment while the building is going up they usually rent it. The painters told me—I won't say, I am not positive, but Lindsay I believe was the low painter on the job and in-
[fol. 79] formed him he was going to do the job.

Q. And he was union?

A. Yes, he was union.

Q. What about the plasterers?

A. I don't know about the plasterers. I don't know whether that was determined. I don't remember Mr. Turner telling me definitely that anyone had the plastering. He has a dual organization, the same as I do; he has plasterers and cement finishers, and I believe he did inform me once or twice the superintendent had called him for the plasterers or the cement finishers and he went around to see the superintendent and got some employment there.

Q. Would the picketing carried on by the Council result in the Local Union No. 10, Plumbers and Steamfitters getting the job?

A. It could not.

Q. Would it have resulted in Mr. Talley being fired?

Mr. Moore: I object. That calls for an answer that is wholly speculative on the part of this witness.

By Mr. Stallard:

Q. From what you know of picketing do you think it would have deprived Mr. Talley's employees of employment?

Mr. Moore: I object on the ground it is not only specu- [fol. 80] lative, but also calls for an opinion.

A. Shall I answer that?

Q. How long have you been a union business representative?

A. I have been business representative since 1925, in Norfolk several years and in Richmond with the Asbestos Workers for several years up to 1939 and then Plumbers & Steamfitters from 1939.

Q. In that time have you ever known it to deprive a non-union sub-contractor of employees because a picket line was put around?

A. No. A non-union man has got no reason to fear a picket line; he is either in sympathy with it or he wouldn't be on the other side of the fence.

Q. It is alleged that you stated to the superintendent for Mr. Graham that unless all non-union labor were laid off on the project the union labor either would refuse to work or would throw a picket line around the project which would not be crossed by any member of the union.

A. I don't remember ever saying or making any remarks of that nature to Mr. Graham's superintendent. I know the superintendent he had—why he should get him I don't know. I believe the superintendent around that time was Louie Jepson, and Jepson has been a member of the Carpenters Local for a number of years. I wouldn't waste any breath [fol. 81] making a statement like that because Louie knows more about it than I do and has been a member of the Carpenters Local longer than I have been here.

Q. Do you recall talking about that project to him?

A. I don't remember talking about that project.

Q. Did the union labor either refuse to work or would throw a picket line—did it throw a picket line around the project?

A. Who?

Q. This says: "The union labor either would refuse to work or would throw a picket line around the project which would not be crossed by any member of the union."

A. We did not, and it again comes back to our contention that it was a matter of informing. We didn't throw the picket line around that building. We just walked on one street. Labor from three sides had access to that building; could have come in to work in the building itself. It is an addition to a school, it is not a brand new building and it is opened by several entrances and exits, and usually when we want to stop a job—and it is a policy and we see that it is done—to let the picket walk around the project or the entrance thereof to the project that is being picketed. In this case we only put a picket on the back street and didn't affect [fol. 82] the entire building as we usually do.

Q. Mr. Moore asked you if this picketing was planned and carried out.

A. I don't think it was planned because I think the first time—I know I walked my four hours or my two hours and Brother Johnson walked the first two, but the second day I think we were shy a picket or so and it was intervals we didn't even have pickets on it.

Q. You stated if the injunction had not been served on you that you wouldn't have picketed very long. How long would you say?

A. Several days.

Q. Would that have given time to inform your friends and members of organized labor?

A. We thought it would give us plenty of time for that.

Q. Now you don't mean to state here if the injunction were lifted you wouldn't go back and picket? You are not making that statement?

A. Nothing that I intend to say to take my right away or my membership's right away to picket—peaceful picketing.

Q. And if you had been working for Graham and had some dispute there on wages and a picket had been put on the job, would union men have crossed the picket line?

[fol. 83] A. I don't think they would.

Q. So as the usual thing a picket does prevent union men from crossing the picket line?

A. Surely. It means union men know it is not union conditions.

Q. Is there anything in the constitution and by-laws that prohibit a union man from crossing a picket line?

A. There is nothing in the by-laws of any local union that I know of that mentions or stops a man from either crossing or not crossing a picket line.

Mr. Moore: I submit the by-laws would be the best evidence of that and ask that the answer be stricken for that reason, unless the by-laws are filed in evidence.

By Mr. Stallard:

Q. And you have been going on that assumption how many years?

A. Ever since I have been a union man.

Q. When you left Mr. Graham's office were you either planning to put on a picket and do things to harm him or was that two months that you say went by something that wasn't planned; it just happened?

Mr. Moore: I object on the ground that the witness has already been asked that question by Mr. Stallard and has answered it.

[fol. 84] A. It just happened. I think I made that statement.

Q. If you had told Mr. Graham you were going to put on pickets, as you stated, would you have done so?

A. I usually when I have authority to do anything I usually do it if I make a commitment.

Q. If you had not been President of the Council, would pickets nevertheless have been put on this job?

A. Myself being President of the Council wouldn't have had anything to do with whether pickets were put on or not.

Q. Did you ever call a Council meeting and put it in the minutes about this picketing or is that something, as you say, a policy over the years?

A. It is a policy over the term of years.

Q. If you brought the minute book down here would we find anything with reference to that?

A. You wouldn't find a thing.

Q. And you said Mr. Johnson here, who had the job—a sub-contractor—picketed on the job, too?

A. Mr. Johnson helped carry the picket sign.

Q. Wasn't that a very foolish thing for him to do, working against his own interests?

Mr. Moore: I object to the question on the ground it calls for a conclusion and opinion from the witness.

[fol. 85] By Mr. Stallard:

Q. Was he carrying out the policy over a number of years?

A. Carrying out the policy.

Q. Was Graham changing that policy any?

A. No.

Q. To your knowledge are the union men working on Mr. Graham's job with non-union sub-contractors' employees right now?

A. I don't know of any change that has been made on his job. I haven't heard of any of his sub-contracts being terminated or any change in Mr. Graham's policy. The job seems to be going along as far as I know.

Q. How do your various unions of the organization get new members?

A. Through contractors and in our case usually through a plumbing contractor. A contractor decides he wants to estimate on union work where the owner wants union labor. Where a select number of bidders are called in he either does one thing, asks the union to talk to his men who are qualified or in a lot of cases he just goes out and enters into an agreement with the local union and forgets the men that worked for him over the term of years and employs men that are members of the union.

Q. Would you say this work was slowed to a standstill [fol. 86] as alleged?

A. I definitely say the work wasn't slowed in any way. If I remember correctly, Mr. Graham definitely made the statement that he didn't even intend to hire all union carpenters, that he was going to take them as they came and

wasn't going to turn any non-union carpenters down. So if two or three union carpenters didn't cross the picket line, from Mr. Graham's own words in his office that wouldn't stop his carpenters working because he was going to adhere to the right to work policy of the State of Virginia.

Q. Did your picketing inform your membership?

A. It certainly did.

Q. Did it inform your friends?

A. I hope it did.

Q. Have any of them mentioned it to you?

A. No particular instance. I think maybe the question has been asked in a general way on some of the new projects coming up who were our contractors who employed union labor.

Q. Now Mr. Moore asked you what you meant in paragraph 3 of your answer when you stated the following: "Respondents are not advised as to the correctness of the allegations set out in paragraph marked 3 of said bill which refers to the sub-contractors, but understood from previous statements of the complainants that they had employed sub-contractors who worked union labor and other sub-contrac- [fol. 87] tors who employed non-union labor."

Did Mr. Graham tell you that on the day you called on him, July 28, 1950?

A. I think he did.

Q. Do you know the date on which he filed suit?

A. I have a copy of the suit, but I don't know just what date. (Examines copy of bill of complaint.) The 26th day of September.

Q. Well, your conversation with him was a previous statement, was it not?

A. That is right.

Q. And you did not dispute his word, did you?

A. No, not whatsoever. He told me he would go on with his sub-contractor.

Q. If the Council had given up its right to picket, what would have happened?

A. Let me understand you on that again.

Q. If the Council had never put a picket on the job, what would have happened? Would the job have continued as it is today?

Mr. Moore: I object to that question on the ground it calls for a speculative answer and not a factual one.

A. It definitely would have continued; it is not speculative because Mr. Graham has completed every job he has [fol. 88] started that I know of.

Q. By putting on the pickets what happened? Two things happened.

A. We hoped our friends were informed of the fact that this was not a union job, that when future contracts were being let that the friends, the public and the ones that made the contracts—this picketing affects a big front up and down either side of the street and across the street and whenever any owner wanted to employ union labor that it would be established that Mr. Graham was not operating as a union general contractor.

As far as stopping the project, it wasn't enough on there to stop and there wouldn't have been enough union men on there to do any particular damage after being told he intended to hire men whether they were affiliated with local unions or not. Mr. Graham himself definitely told Mr. Cochran and I that he didn't intend to hire all union carpenters, would take them as they came. Our pickets was to let our friends know that Mr. Graham didn't—or any contractor who didn't employ union labor was not operating union building trade projects.

Q. Mr. Graham alleges the following in paragraph 8 of his bill of complaint: "Your complainants are advised, believe and therefore aver that the objectives and aims of the aforesaid local unions and Council and their business [fol. 89] agents, officers, agents, servants, employees and representatives in making demand on the complainants which they have made, and in picketing the project as aforesaid and in thus persuading union labor not to cross or work during the continuance of that picket line are all acts and conducts motivated by wholly illegal aims, objectives and purposes, those aims, objectives and purposes being to prevent any non-union employee from working on the above-mentioned project."

A. My local union or the Building Trades Council or its affiliates couldn't stop any non-union employees of Mr.

Graham or anyone else from working unless they resorted to violence.

Q. Was your picketing there a peaceful picketing?

A. It was.

Q. It was not any mass picketing?

Mr. Moore: I don't think that is an issue here.

The Witness: I think it is a question here; peaceful picketing.

By Mr. Stallard:

Q. Were any threats made to the non-union employees?

A. No threats whatsoever.

Q. Did you write them any letters?

A. Never even talked to them.

Q. Now do union men refuse to cross the picket line of their own volition or is that a requirement?

[fol. 90] A. That is the individual union man's or woman's own prerogative whether they cross a picket line or don't.

Q. Did you recently observe the telephone strike?

A. I observed it from what I observed in the paper, that some of that group did and some didn't.

Mr. Moore: I object to testimony about the telephone strike. I don't see that is material to any issue in this case.

The Witness: The picketing is a basic principle. The telephone people are union people, the same as we are.

By Mr. Stallard:

Q. Then your picket line wouldn't have held union men from crossing other than the unwritten law, so to speak?

A. I don't know whether it would stop the union men. As I have stated, the pickets were only on one side and it could have been men working over in the school making connections, preparing the old building so they could cut in or making connections. It could have been men working there. I don't know that it stopped anybody from working.

(At 1:15 o'clock p. m., a recess was taken until 2:15 o'clock p. m., at which time the taking of depositions was resumed with the same witness on the stand.)

[fol. 91] Redirect examination

By Mr. Moore:

Q. Mr. Joinville, you stated to Mr. Stallard that if a general contractor had a contract with one of the union sub-contractors on your list that there would be no occasion for a non-union plumber to be on the job?

A. That is right, if a union sub-contractor had the job.

Q. Because of the contract he would have with your union?

A. Yes.

Q. And that contract would provide that the plumbing contractor would employ only union labor?

A. If he was a union contractor, yes.

Q. Do you write contracts to that effect?

A. We have contracts to that effect over a period of years.

Q. You still have them to that effect now?

A. Yes. Most of them have a stipulation contained in the contract not in violation of any law.

Q. But the contract still provides only union plumbers shall be employed?

A. Yes, it is a contract between the plumbing contractor and the union that he will use our union members.

Q. If then a general contractor employed one of your [fol. 92] listed union sub-contractors, there would be no non-union labor on that job anywhere?

A. That would be the assumption, yes.

Q. So that when you urged, as you urged, Mr. Graham to employ only union sub-contractors on the job you were urging him to employ only union labor on the job, isn't that correct?

A. As far as the plumbing and steamfitting if he employed a union sub-contractor he would employ union plumbers and steamfitters.

Q. Union plumbers only?

A. Yes, that is right.

Q. If he had followed your solicitation on that score, the result would be a non-union plumber would have no right to work?

A. No, it doesn't take away their right to work.

Q. If he employed only union plumbers, which is what you asked him for, it would follow he couldn't employ non-union plumbers?

A. He didn't employ plumbers and steamfitters at all; the sub-contractor would have employed plumbers and steamfitters.

Q. If a sub-contractor employs only union plumbers, it follows that sub-contractor doesn't employ any non-union plumbers, isn't that right?

[fol. 93] A. That is right.

Q. And that is a part of your over-all policy to bring about that result?

A. That is right. I have stated that. Our constitution goes that far to say we will work only with members of the United Association.

Q. And that is one of the reasons for picketing; is it not?

A. Let me state this. If I had wanted to tie Mr. Graham up, Mr. Graham knowing the construction business the same as I do, we would never have put pickets on at the start of the job. We would have put the pickets on after he had started four or five or six months when it would hurt him. It wouldn't do to put pickets on when he only had a few men doing excavating and labor work; it would only hurt us. If there had been any attempt to penalize Mr. Graham and stop his job, we know enough about construction that we would have taken it at its peak.

Q. But had you taken it at that time, you would have been out to shut down the job?

A. Not necessarily. It just depends what proportion of the union men that would cross the picket line or refrain from crossing the picket line.

Q. I understood you would have done it at a time you really wanted to do him damage?

[fol. 94] A. That is right. We would have put the picket on at the time it would have been more effective than the time we did. When we put the picket on it wasn't effective to keep the men off. He had only started the job.

Q. But later on you would have done it in such a way it would have been effective?

A. That is only the assumption.

Q. You just answer my question.

A. I said this, that if we had wanted to hurt him we would have put it on at a different time than from what we did. That is not assuming we were going to put it on later.

Q. But you would put it on to stop them from working?

A. If that is what we had that picket for, yes.

Q. And the only difference between that and the picketing which actually was done in this case is in degree, isn't it?

A. No.

Q. What is the difference?

A. It is a lot of difference. We put the pickets on when he didn't have anybody on the job, only several men. All we put that picket on was to let our friends know he didn't operate a union job. Now if we had wanted to shut the job up, knowing construction as we do, we would have put the picket on when it would have done some good as far as tying up the job, if that had been our intention, which it [fol. 93] wasn't.

Q. I understand that, but what I am asking you is what would have been the result if you had done it in the strong way you just described?

A. The result would be that we would have put that picket on as we always had done, that this job was unfair to the members of the Richmond Building Trades Council and let our members know it. We have done that many a time. We done it not very long ago on the News Leader job.

Q. What you mean is you could have pretty well closed up the job with those measures?

A. If that had been our intent, we would have put it on and designated what our trouble was. We have done that on the News Leader, hasn't been more than twelve months ago.

Q. You stated that the pickets here were on what you termed the back street. This school is in a block where a part of the school being presently constructed is on the southern side of the block, is that right?

A. Yes; the old school sits facing north.

Q. Most of the northern side of that block is occupied by the present school, not the new one?

A. The northern side, yes, was occupied by the present school.

Q. The southern side is the part that has ready access to the present construction work of the new job?

[fol. 96] A. Not necessarily. I think the driveways where they would bring trucks and stuff in would come in the usual way where they haul coal to the present school; that would be the means of approach by trucks and all into the present site because the present site was nothing but a field with a curbing—if I remember the curbing was all the way across the south border of that school. I am not too positive. It may have been an access going over the curbs into there; but the usual manner of going into the school for coal and supplies they had a regular driveway come in there that wasn't out in the field. It was driveways and all so if a big truck was coming in with supplies I would assume it would come over the route that they take to go into the present school, not the new one.

Q. But the present school building, which is on the north side of the block, does stand between the site of the new building to be constructed and the northern street boundary, doesn't it?

A. Well, it stands on the same site with the new school, the addition. I think it is an addition; it is not a new school.

Q. When you refer to the back street are you referring to the south street or the north street?

A. Well, I referred to the south street. That would be the back street because the front entrance to the present [fol. 97] school would be in my estimation the front entrance to the school. I don't think those kids and teachers walk across that vacant lot to go to school.

Q. The site of the construction of the addition to the school is nearer to the south street than it is to the north street?

A. Oh, yes, that is right, but it is all one project.

Q. I believe you mentioned that your objective in carrying on this picketing was to publicize the fact to friends of organized labor and in particular local friends of your Council and your local unions that Graham Brothers did not employ all union labor on this job?

A. That is right.

Q. Now the purpose of notifying or informing them, I believe you also stated, was that in the future those friends would take that into account when they had contracts to let?

A. We assumed they would.

Q. That is your purpose?

A. Yes.

Q. So they would take it into account?

A. That is right.

Q. And it would be your hope, I take it, that by means of so informing your friends that your friends wouldn't award contracts to Graham Brothers, but would award them to union contractors?

[fol. 98] A. Well, we were hoping that our friends would realize if they wanted union help that they would award it to union contractors.

Q. And not Graham Brothers?

A. We didn't say a word about Graham. We never even mentioned Graham, but we said that this wasn't a union job.

Q. But your motive in picketing was so that people would know about it and not award jobs to people who did not use union labor?

A. No more than our directory leaves out John Smith who isn't a union contractor.

Q. You mentioned that you only wished to picket for a few days and, if I understood you correctly, I gathered from your testimony that with the length of time which you did picket and publicity which had been in the newspapers on this case that you felt sufficient publicity had been given to the fact that that wasn't a union job up there?

A. I think that is right.

Q. So that from the standpoint of publicity that has been already accomplished.

A. We didn't ask for that. If the newspapers wanted to do it, we certainly didn't.

Q. But the fact is that has been accomplished, the pub-[fol. 99] licity part of it.

A. Could Graham—I am just asking whether this ought to be on the record or not.

Mr. Moore: Put it all on the record.

A. (Continuing) Could Graham because of that publicity given him by the newspaper enter an injunction to keep the Richmond Newspapers from publishing that fact, that it wasn't a union job?

Mr. Moore: Mr. Joinville, I am afraid you haven't answered my question to you, sir. Mr. Williams, will you read it, please?

(Question read as follows.)

Q. But the fact is that has been accomplished, the publicity part of it?

A. I don't know.

Q. You feel that there ought to be some more publicity?

A. I haven't said that. I said I didn't know whether it had been accomplished. I don't know what publicity you are referring to.

Q. You stated that if you could picket for a few days in order to inform your friends about this, that that was all that you were undertaking to do.

A. That is right.

Q. Now what I am asking is with the picketing you have [fol. 100] done and the publicity which has been in the papers about it, haven't you at this time informed your friends sufficiently of the fact that this is not a union job?

A. Not necessarily. My local union may want to put out at a future time more pickets; I don't know. When this injunction is off they may want to put out pickets again. I don't know what they want to do. I know they want to reserve the right to picket. We have got several cases now before the Supreme Court trying to establish that right, peaceful picketing.

Q. That wouldn't be the reason for picketing in the future because this case is already in litigation.

A. Well, we still reserve the right and my local union wants to reserve the right to peacefully picket regardless.

Q. For what purpose?

A. For the purpose of letting our friends know that any project wasn't a union project. This construction industry is large and wide and today even with laws there are certain friends of labor who want union labor to do their work and we certainly feel and labor has felt all the way down the line, and I think so ably stated by Gompers, one of the greatest labor men in all times, that you help your enemies and help defeat your friends, and the American Federation of Labor was built on this policy and I never [fol. 101] considered a friend of mine that would use my

labor when I am working with my tools to make him a profit that would use my labor today and he could reach over across the street the next day and make a little more profit and eliminate me. We have always lived on the assumption that labor had a fair share and a fair right to go along and be a part of capital.

Q. Then the purpose of informing your friends is in order that they will take that into consideration and not give contracts or let contracts to people who are not your friends?

A. Taking this into consideration, that if they let a contract to a union contractor they would know who was union and who wasn't, in all fairness I think is what labor wants. I think you would want it.

Q. So they would know it and not let contracts to contractors who were non-union?

A. You wouldn't want a man to stipulate he was selling you a suit of clothes if you wanted an overcoat and not a suit of clothes, would you?

Q. I think that answers my question, sir.

Did you receive any request from the rodmen who were working on this job for permission to come back to work after the picketing stopped?

A. No request whatever.

[fol. 102] Q. Did you receive any request from any cement man?

A. No.

Recross-examination:

By Mr. Stallard:

Q. Mr. Joinville, the agreements that various local unions have with sub-contractors today, are they what is known as union shop or closed agreements?

A. We haven't been able to determine that because we haven't been able to get the application of the Taft-Hartley Act in the construction industry. If you ask for an election, all you get is a stall. The only application I know of the Taft-Hartley Law that is applicable to us is our right to strike after thirty days' notice. Other than that, I don't know of any part of that law that is applicable to us in the

Council other than the application on the employers' side of filing our financial reports and listing our officers for their convenience, not ours, because we do that anyway.

Q. That is under the Taft-Hartley Law. What about the State law?

A. We have always considered that a policy of the State and not an enactment with any criminal or any provisions in there which would make us liable to others, as we understand it, the man whose bread and butter, as we would say, was taken away from him and we certainly don't take the [fol. 103] employer's bread and butter from him. The non-union man is the only one who can say we took away his right to work. We don't take away the employer's right to work.

Q. Do you have what are known as union shop contracts with employers?

A. Yes, what we call the union shop.

Q. It is not what you call a closed shop?

A. The employer always has the right today under the law to employ whoever he wants.

Q. He can employ anyone he wants?

A. Yes. Any plumbing contractor who has an agreement, verbal or written, with a labor union—with my local union could call us into a huddle tomorrow morning and say: "I am going to do this or do that."

Q. Then whatever he signs up with you it is a voluntary thing?

A. That is what it is.

Q. Now what about the general policy here in Richmond? Take Carle-Boehling; do you have a contract with them?

A. Yes.

Q. Do they have some old reliable union men they have had for years?

A. I assume the term reliable; they have kept them for years.

Q. Assuming that I am a non-union plumber and I go [fol. 104] to Carle-Boehling to get a job, you don't know what Carle-Boehling tells such men, do you?

A. I have no knowledge what they would tell him.

Q. You don't take any right away from that man making application to Carl-Boehling, do you?

A. Don't take any right from him whatsoever. He hasn't any contact with the local union; he applies for work wherever he thinks he can get it.

Q. If Carle-Boehling refuses to employ him, you don't know why they refuse, do you?

A. The nearest I get to Carle-Boehling's office or any plumbing contractor or steamfitting contractor is usually in the back of the shop where our men change their clothes. Most of our business carried on with these contractors in negotiations is across the table with a group of them.

Q. You stated a minute ago that Carle-Boehling could call you in at any time they wanted and tear up the contract and get non-union labor?

A. That is right, under the interpretation of the law, and even before he had a right to cancel a contract. Most of them have a short term clause in there of thirty days or sixty days.

Q. If he called you up even before thirty or sixty days and told you he didn't want you, what would you do?

[fol. 105] Mr. Moore: I object to that question on the ground it is a hypothetical question.

A. If Carle-Boehling didn't employ the members of Local No. 10, he would employ others. That is the only answer to it. He would employ somebody else.

Q. He would employ somebody else?

A. That is right.

Q. But you men wouldn't go down and work with him? You wouldn't make application?

A. There wouldn't be any work for them. If he employed someone else, there wouldn't be any job for them. They would have to seek jobs elsewhere.

Q. That would be a voluntary thing, wouldn't it?

A. That is right.

Q. Mr. Moore has asked you two or three times did you urge Mr. Graham. Did you ever urge Mr. Graham to do anything?

A. I just talked to him. Mr. Graham is on the other side of the table; he employs and we work.

Q. How many contractors have you interviewed concern-

ing employing sub-contractors that use your men in the last year?

A. I assume a hundred or a hundred and fifty, perhaps or more.

Q. Was your conversation with Mr. Graham a similar [fol. 106] conversation that you use in all of your contacts?

Mr. Moore: I object to any conversations with any other contractors on the ground it is not material or relevant to the issues in this case.

A. It would be a conversation asking or requesting—I have been a representative for a long time—that I would attempt to sell any owner, you or anyone else, that was having a plumbing or heating job done on the theory of employing union sub-contractors and the reason why I thought a union sub-contractor would give you a good job.

Q. What would be some of those reasons?

A. That we have all qualified—our members are qualified as plumbers and steamfitters and welders, they have served five years at the business or if they are apprentices they are now serving their time, that they would get the maximum amount of preference of employment, that if the job was larger than what it took local plumbers and steamfitters that normally didn't have work at that particular time the job was going on that they could recruit them from other sources of the country. That a lot of times is very instrumental in helping a union plumbing and heating contractor to get work, that when he gets a contract he estimates on the job it will take fifty plumbers and all the plumbers in this area are working, we can draw from our affiliated local unions throughout the country for additional men, and [fol. 107] he can get special types of mechanics who are qualified to work on the various types of work he gets. For instance, if he gets a power house, he can get men that are qualified to work on a power house; if he gets a job of house heating or a group of apartments, he gets men that are qualified for low pressure heating; if he gets a hospital job, he gets plumbers that are qualified to read blueprints and are qualified in puting in this modern hospital equipment which in a lot of cases is very complicated, these sterilizers and so forth; we have membership that are qualified in that.

There are sundry reasons why he should and will employ members of our local union.

Q. Is your talk to prospective general contractors just a sales talk?

A. It is a selling talk; that is pure and simple what it is. It is selling our membership, not only to the public, but everyone else.

Mr. Moore: I would like it understood the same objection applies to this whole line of testimony as stated previously concerning this question.

Q. Does your sales talk go so far that you state that your men are better qualified than some non-union men?

A. That is the sales talk, that they are better qualified; not only from the point of qualification, but from the point [fol. 108] of purchasing power, also; that our membership in most cases sets the standards for wages and working conditions and that their purchasing power is a lot greater than some of our competitors—non-union helpers and semi-skilled plumbers and steamfitters out in the open market.

Q. You made the statement a minute ago to Mr. Moore and I don't know whether it was in response to any question, but you stated that if you had wanted to go out and get Graham you could have done a little differently. Just what did you mean by that?

A. If any of us in the construction industry, knowing the industry as we know it—and we wouldn't represent our organization unless we knew a little about the industry—if we had wished to picket, if we wanted to use a picket to stop the job, we would do that picketing at a time when there were men on the job, when there were enough men or enough of our people so that if they refused to cross the picket line we would show our strength to the public or to that owner or to that contractor, that our men didn't want to work on that job, but in this case we put the picket on there when the job was just starting. I mean no harm was done to anyone and I think it could be definitely established I don't think it was more than four members of any union that come off the job. The rest of the men continued on there. I mean the laborers that weren't organized, it didn't [fol. 109] stop them for a minute. Some of them didn't

even glance up, I don't imagine, at the picket or glanced maybe just to see what kind of clothes he had on. That was about all. They just kept on working.

Q. Your picketing then wouldn't have kept the members of the painters local off of the job?

Mr. Moore: I object to that question on the ground it is a hypothetical question.

A. I doubt if the painters would have been on that job for six months after the picket was put on that day.

Q. How long is it after the job is begun actually that the painters appear on the job?

A. There are several painters maybe would appear on the job to paint a shack, what we call a shack: a house to keep their tools and for the general contractor where he keeps his blueprints and his phone and so forth. It just depends on the size of the job. If it is a year's job, it is perhaps eight months before the painters come on; if it is an eighteen months' job it may be twelve months before he comes on.

Q. You know what kind of a job this was. How long do you think it would be until the plasterers appear on the job?

A. Anywhere from six months to a year from the time the job was started.

[fol. 110] Q. How about the painters?

A. About the same time.

Q. If you had stated to Mr. Graham what he alleged that you stated, that you would throw a picket line around there and prevent all the union men from working, what would you have done to keep all of those union men off?

Mr. Moore: I object to that because it is a hypothetical question and goes into speculative matters.

A. Let me hear that again?

Q. If you had stated to Mr. Graham what he alleged that you stated, that you would throw a picket line around there and prevent all the union men from working, what would you have done to keep all of those union men off?

A. It wasn't anything anyone could have done to keep them off. It wasn't enough union men on there for anyone to keep them off. It was just about four men on there we could have kept off.

Q. You have stated once or twice you only wanted to in-

form your friends of organized labor. Who are friends of organized labor?

A. Friends of organized labor are firms, individuals and our membership who, at least, sympathize with what union labor stands for or what organized labor stands for.

Q. Do you know all the employers that are sympathetic? [fol. 111] A. I don't know all of the employers that are sympathetic. Every once in a while we find out we have some friends we didn't know about, someone who insists upon our people doing their work.

Q. Do conditions change in the community; namely, that frequently employers move into a community in a few months and therefore they have to be informed?

A. That is right, especially in the construction business, and especially today with industry spreading out. We have different industries here that are spreading out; we don't say all because of atomic power, but it is a different type with air conditioning and the new type of electrical appliances coming in we find a lot of our industry spreading. Instead of going up five or six or eight or ten stories in the air, they spread out over a couple of acres. I have always thought recently it was because cement construction is a little different than steel construction and we have to put in a lot of electrical appliances and air conditioning and plumbing and these new pieces of equipment today and they cut down on the outside structures and go—I mean leave it out and put more in mechanical. We term it mechanical building. That is happening every day. We find out instead of going up like they used to, we understand we have a few tobacco factories on the Petersburg Pike—two places in the city that are going to move out and find a place. [fol. 112] We find that is changing all the time.

Redirect examination.

By Mr. Moore:

Q. You consider the Virginia right to work law is merely a policy?

A. That is what I consider it, yes.

Q. And that is in conflict with the policy of your Council and local unions?

A. We object to that policy; have objected very strenuously.

Q. It is contrary to the policy of the Council and the local affiliates?

A. That is right. It is a definite change against the policy here for years.

Recross-examination.

By Mr. Stallard:

Q. You object to the policy. Do you go so far as to refuse to abide by the policy?

A. No. We have tried through legislation to eliminate these conditions and have tried consistently to eliminate the Taft-Hartley law and we have used our political action group set up, not only by the A. F. of L., but the C. I. O., the Railroad Brotherhoods and the United Mine Workers to [fol. 113] voluntarily donate to eliminate all these conditions we feel are detrimental to the labor movement.

Mr. Moore: I still reserve the right to recall this witness for further examination.

And further this deponent saith not.

Henry Cochran, called as an adverse witness on behalf of the complainants, being first duly sworn, deposed as follows:

Direct examination.

By Mr. Moore:

Q. Mr. Cochran, you are business representative for Local No. 147 for the Operating Engineers, A. F. of L.?

A. I am business manager and recording and corresponding secretary, Local 147.

Q. You are also Secretary-Treasurer of the Richmond Building Trades & Construction Council, are you not?

A. Yes.

Q. Did you hold both of these offices throughout the past year?

A. Yes.

Q. You are also one of the defendants in this cause?

[fol. 114] A. Yes.

Q. You are familiar from having heard the testimony of Mr. Joinville with the issues in this case which have to do with the conference which was held on July 27th and the meeting of Mr. Joinville and Mr. Graham on July 28th and the picketing which started on September 25, 1950?

A. Yes.

Q. From the standpoint of your own participation in the events leading up to those happenings and events in between and after them, were you participating in your capacity as business representative for Local 147 or in your capacity as secretary-treasurer of the Richmond Building & Construction Trades Council or individually or in all three capacities?

A. Well, you might say—I wouldn't say it was either one. The part I have taken in it I can't see where I acted in any part of it, individually, collectively, or how.

Q. Then you deny you had any participation in any of it?

A. Either verbal or actual, in one sense.

Q. Did you not go——

A. I did. I went into Mr. Graham's office with Mr. Joinville. He stated he had an appointment with Mr. Graham and I sat in on their conversation.

[fol. 115] Q. Why did you go?

A. Jack and I had been out; he had made the appointment and asked me if I wanted to go with him. We had been checking out three or four jobs during the day. We were in his car.

Q. You just went as a friend?

A. I went with Jack and he asked me if I wanted to drop in with him.

Q. Did you go there as part of your business duties?

A. No, I didn't have any business—any conflict in my part with Mr. Graham.

Q. I believe the Engineers had a union sub-contractor on the job?

A. Yes.

Q. So that as far as your particular craft was concerned, you had no complaint on this project?

A. As far as my particular craft was concerned, I didn't have a gripe with Mr. Graham.

Q. As far as the Council was concerned did you have any complaint with Mr. Graham?

A. No, I didn't.

Q. You are Secretary-Treasurer of the Council?

A. Yes.

Q. Does your statement mean that the Council had no complaint of any kind against Mr. Graham?

[fol. 116] A. At the date I was in his office. The Council did as a whole, as it has been brought out. All affiliates of the Building Trades Council or all the crafts make up the Trades Council. As we work in cooperation together with one another as the Building Trades Council works, I being a member and affiliate of my local union with the Building Trades Council, I was a part of the Building Trades Council.

Q. Then you became a participant because of the squawk some of the unions had made?

A. I was affiliated with the Building Trades Council with my local union.

Q. Did you go to the site of this project on the morning of July 27th?

A. Yes.

Q. How did you happen to go by there?

A. I went up as a committee with the rest of the delegates of the Building Trades Council to meet with the superintendent on the job.

Q. Did you know who had the Engineers' sub-contract when you went up there?

A. Yes.

Q. Did you know who had the other sub-contracts??

A. Which others?

Q. Any other crafts?

A. No, I didn't.

[fol. 117] Q. What was the purpose of going up there?

A. As a policy or method of the Building Trades Council, where the job starts we sometimes individually and sometimes collectively go and meet with the contractor or the contractor's head or general superintendent on the project and make ourselves acquainted and acquaint the contractor or superintendent of our different crafts and to work up,

if we didn't have—at times we have a complete Building Trades Council working agreement in a way verbally with the contractor. We do the same with him. It is more to promote harmonious relationships with the contractor or the superintendent as to pertaining to their work in any way that we offer our services to the contractor or general superintendent if in any way we can help them in any way, particularly in my line of work, which is the machinery end. All automotive equipment comes under the Operating Engineers and we acquaint ourselves with the contractor, and if there is any way I or the representatives which was the three of our local unions make ourselves acquainted with the equipment and how to run the equipment, which occurs quite often on different projects with an out-of-town contractor that comes into the territory to work and doesn't have the full complement of equipment they will need and will rent and part of the time they will go right to the representative of the local union and ask: "Where can I rent this or that?"

[fol. 118] By them doing that, it is not compulsory, it is never put in any agreement, but they know by their representative having full knowledge of all the equipment in the area, particularly large equipment of large contractors, that nine times out of ten they will want to know what contractor has any specific piece of equipment he will want to rent that is free to be rented. That was one class of service that we as union representatives offer to our contractors that we work with.

Then we meet the contractors on the job. Some of them may not have all union labor on the job. We make ourselves acquainted with the contractor and maybe we can prevail on him to go along with our train of thought, our way of working so maybe he will want to change. If he has say one or two contractors in mind that might be non-union, we prevail on the contractor or maybe the general superintendent and maybe he will want to make a change and through that at times we have got the contractor come in on the job, particularly in my own craft—come in and the contractor would what we call straighten up; he would decide, "I want to go union. I want to work here and want to go union," and he would. That has happened occasion-

ally. So as a committee going on the job on July 27th it was for the purpose of getting acquainted. I didn't know the superintendent and I don't think there was more than one or two, maybe three that were under the superintendent. [fol. 119] We went along to get acquainted with him and prevail upon him if he would like to go along and use all union labor. It wasn't any threat made that he had to use it or we was going to put up a picket line or going to riot or shut it down or anything of that sort. It was a very peaceful conference. In fact, by my knowing in advance that one of my sub-contractors was one of his union sub-contractors I no more than acknowledged the introduction, as well as two or three others on the committee, and Mr. Graham—maybe I am talking too much on that question; if I am, stop me.

Q. Go ahead.

A. Meeting Mr. Graham that day I acknowledged the introduction and after the conversation between he and Mr. Joinville, which probably lasted maybe fifteen or twenty minutes, something like that, I don't remember the exact time on it, I bid him goodbye, glad to have met him. That is about as much as I said.

Q. You referred to working agreements that your craft has with various contractors employing engineers. By working agreements you mean agreements that they would employ only union engineers?

A. It doesn't state in the contract they will employ only union engineers.

Q. Isn't that the effect of the working arrangement to [fol. 120] which you referred?

A. Under the State law you can't—the way I interpret the State law you can't write a contract that they can only use union labor.

Q. What I asked you wasn't what kind of contract you drew. I asked you if in referring to a working agreement you didn't mean an agreement or understanding under the terms of which they would employ only union engineers.

A. How was the first of that again?

Q. What I asked you wasn't what kind of contract you drew. I asked you if in referring to a working agreement

you didn't mean an agreement or understanding under the terms of which they would employ only union engineers.

A. Well, they say independent of an agreement that they use our craft.

Q. There would be no purpose of your working out a working arrangement with them if they didn't use your men?

A. We wouldn't make an agreement for a contractor to go out here and put some outsider in—I mean an outsider put a plumber or steamfitter on my work, or a painter.

Q. You referred to the group that went up there as a committee. What were they a committee of?

A. A committee of representatives of different crafts.

Q. I mean who was the committee itself representing?

[fol. 121] A. All their different crafts.

Q. Was it representing the Council?

A. Not as a whole.

Q. Just certain of the crafts within the Council?

A. Yes.

Q. It is the normal thing for the committee or a similar committee to go to a job in the beginning in order to get acquainted with the superintendent who I believe in this case was Mr. Jepson, in order to see how you can work together and cooperate with the contractor on that job to expedite and perhaps make more efficient operation on that job?

A. Yes.

Q. And also at the same time to ascertain and to discuss with them any questions arising where they do not have union sub-contractors on the job and to see if that matter can be straightened out?

A. Yes.

Q. Is that a fair statement of your testimony?

A. Yes.

Q. Now this committee went up there and it would have been a part of their usual purpose in going there to attempt to bring about a result such that all the subs on the job were union subs?

A. Well, that is normally the intent of the committee of [fol. 122] union representatives to prevail upon the contractor or the general superintendent for the contractor—to prevail upon them to use union subs.

Q. Who went up there with you on the morning of July 27th?

A. Louie Rustad, Mr. James, Mr. Jack Wright, Mr. Long, Mr. Turner, myself, and I won't say for sure whether Mr. Johnson was with us that morning, or not; I won't state that. I don't believe my assistant Mr. Mitan that morning was in attendance there.

Q. Who is Mr. James?

A. He is on the white carpenters.

Q. Business agent for the white carpenters?

A. Yes.

Q. He and Mr. Rustad are both agents for the white carpenters?

A. Yes. You see when we speak of the white carpenters, it is two local unions of the carpenters, one colored and one white.

Q. And the white carpenters' union is not affiliated with the Council?

A. No.

Q. Now were you present the whole time this group was talking to Mr. Jepson?

A. Yes.

[fol. 123] Q. You were there the entire time?

A. Yes, when the committee was talking to Mr. Jepson, the superintendent.

Q. You left at the same time that the others did?

A. I think we all left at the same time, which the whole conference as you might call it didn't last more than ten or twelve minutes.

Q. Was Mr. Joinville up there at any time prior to the conference?

A. He wasn't at the conference.

Q. Was he there prior to the conference?

A. Well, that I can't say.

Q. Did you see him near the site that morning?

A. No, he was out of town that day.

Q. Do you remember where he was?

A. Naturally, I wasn't with him. I wouldn't know exactly where he was, either Charlottesville or Fredericksburg. He has work at both places.

Q. But you are sure he was out of town on that morning?

A. Yes.

Q. All that morning?

A. Yes. As near as I remember, it must have been three or four o'clock or similar to that time in the afternoon before he returned.

[fol. 124] Q. What time did he leave?

A. Well, I didn't even see him that morning. He could have left four or five or six or seven or eight.

Q. What time of day did you hold this meeting?

A. You mean when we called on the contractor?

Q. With Jepson.

A. Oh, I would say probably around nine-thirty—nine or nine-thirty, maybe ten, along in there.

Q. Did you discuss with Mr. Jepson that the plumbing job had been let to a non-union sub-contractor?

A. Did I discuss with him about the plumbing?

Q. Yes.

A. No.

Q. Did anyone discuss with him about the plumbing?

A. Not as I recall.

Q. There may have been some discussion about the plumbing?

A. May have been, but no longer — we were there it couldn't have been very long, if any was brought up because the representative himself wasn't there; that is, Mr. Joinville.

Q. Wasn't the purpose of your going up to find out who were the sub-contractors on this job?

A. To find out?

Q. Yes.

[fol. 125] A. Well, that may have been one of the reasons through some of the members on the combined committee probably wanting to know who the subs were and such as that. The laborers of Mr. Long he is the representative of the common labor, he was in attendance and he talked to Mr. Jepson about the laborers.

Q. Did the committee find out who the sub-contractors were of the various crafts?

A. Well, I imagine each representative of his own respective craft during that meeting found out who was going to be the sub for their respective work. Of course, as the job started out, just breaking through the ground itself lots

of times the general superintendent doesn't know who has all the sub-contracts. By he being the superintendent on the job and the supplies are handled through the contractor himself, lots of times they don't know who will be the sub for painting or plastering or cement work or brickwork or such as that that goes on.

Q. When you came up there that morning did you not know T. A. Talley had the plumbing contract on that job?

A. I knew it before I went because it had got around that he was low. I didn't know for sure that he had it, but I had heard that he was low, carried the low bid.

Q. Mr. Joinville had that same information, didn't he?

A. Well, I imagine he did. I know if I had been repre-
[fol. 126] sentative of that craft I would have made it my business to find out.

Q. You stated that as part of your regular procedure you would go up to talk to the superintendent and see in what way you could cooperate with him and also what could be done about getting union subs on the job. Now you went to this meeting knowing that T. A. Talley was the sub-contractor on the plumbing and knowing that he was non-union. Did you have any discussion about that with Mr. Jepson?

A. No.

Q. That would have been, according to the testimony that was previously given, a normal part of the procedure to be followed when the committee went up there to talk about that?

A. Yes.

Q. And you say you didn't talk about that at all?

A. I stated that one of the other representatives on the committee may have mentioned that to Mr. Jepson, but I don't remember them discussing it very much, if it was discussed at all, as to the sub-contractor on the plumbing and heating.

Q. You personally didn't mention it?

A. I didn't personally, no.

Q. But your recollection is there was some mention of it by someone?

[fol. 127] A. No, that wasn't what I said.

Q. I want to get it straight as you say it was.

A. I say if it was mentioned it wasn't but very little because at the time we were there they couldn't have discussed

each particular sub in the short time we were there. It could have been mentioned, but if it was mentioned, it was for a very short period of time.

Q. Who was doing most of the talking to Mr. Jepson?

A. Mr. Rustad, Mr. James, and Mr. Long spoke to him I think.

Q. Did Mr. Rustad say anything to Mr. Jepson about carpenters not working on that job if they had a picket line?

A. The carpenters not working if they had a picket line?

Q. Yes.

A. I don't recall.

Q. Do you deny that he did?

A. What?

Q. Can you deny that he said that?

A. I don't recall him telling Jepson that if they had a picket line that the carpenters wouldn't work.

Q. Do you deny that such a statement was made?

A. I don't remember hearing such a statement.

Q. You don't remember it, but you don't deny it?

A. Well, I was standing in the crowd close enough that [fol. 128] if it was said or stated and discussed why I probably would have had some inkling of it.

Q. What discussion took place concerning picketing?

A. Picketing?

Q. Yes.

A. I don't remember any picketing discussion going on during that meeting with the superintendent.

Q. Were any plans made by any of your committee about having a picket line on that job on the following Monday morning?

A. On the following Monday?

Q. Yes.

A. The Monday morning following July 27th?

Q. That is right.

A. Were there any plans?

Q. Yes.

A. Not as I know of.

Q. Was there any discussion of it?

A. The job was discussed pro and con at different times during our business agents' meetings which were held quite frequently, but not anything definitely stated, definitely

brought out there would be a picket line put on at any definite time.

Q. But the possibility, although not definitely stated or a [fol. 129] time definitely fixed, was discussed in those meetings?

A. No.

Q. There never was any discussion of it?

A. Not that following Monday.

Q. Was there any discussion of picketing at any time prior to September 25th?

A. It had to be if the picket line was on September 25th; it didn't drop out of the blue sky on the street.

Q. I quite agree with you. What I want to know is when was the first time picketing was discussed among the locals and the Council?

A. Well, it had to be a few days prior to the morning of the picket line. As to exactly what day it was—a few days before that I was off prior to the picket line, I was off with an injured leg, at home on crutches; I wasn't in my office a few days prior to the picket line very regularly or on the job either one.

Q. As far as you know the first discussion of picketing was a few days before September 25th?

A. Just a few days before the picket line went on on September 25th.

Q. Who did Mr. Joinville represent when he had the meeting with Mr. O. J. Graham?

A. No. 10.

Q. Was his conversation confined to the plumbing sub- [fol. 130] contractor on that job?

A. The biggest part of it was pertaining to his craft.

Q. What about the other part of it?

Mr. Stallard: Counsel for the respondents here objects to this question on the ground it is not in harmony with the fifth paragraph of the bill of complaint namely: "The complainant alleges that Joinville, who is business agent for Local No. 10, United Association of Journeymen, Plumbers & Steamfitters of the United States and Canada, A. F. of L. and who it is claimed represents the aforesaid Local Union No. 10 named as a party defendant."

Mr. Moore: I think the objection Mr. Stallard makes is clarified by subsequent paragraphs in the bill of complaint.

A. The other part of the conversation was irrelevant to the subject. It was more on the line of any other two people meeting that would shoot the breeze a few minutes about first one thing and another which didn't have any bearing whatever on the main object of the subject.

Q. And the main object of the subject was the fact they had a non-union plumbing sub-contractor.

A. The main object of the subject was No. 10, Plumbers [fol. 131] & Steamfitters.

Q. Now you had had a committee meeting the previous day with the superintendent. Am I correct in saying Mr. Joinville, when he went to call on Mr. Graham was fully informed of what took place at the meeting on the previous day?

A. Well, I would say he was.

Q. He talked to all of you about it, didn't he?

A. Yes, we discussed it after—no, I don't think it was that night because I think we were all scattered out in our respective fields of work from the office, that we didn't see Joinville until the next morning.

Q. Then that afternoon you and Mr. Joinville went to see Mr. Graham, one of you President of the Richmond Building Trades Council and the other Secretary-Treasurer?

A. Yes.

Q. And having had the meeting the previous day and both being fully informed about the situation and what complaints, if any, of the affiliated locals, you went to see Graham and the only subject of protest was the fact that you had a non-union plumbing contractor?

A. I can't conceive the idea it was a meeting of protest. It was that Mr. Joinville wanted more or less to prevail upon Mr. Graham that in the future—particularly in the future he would like for him to go along with some of his [fol. 132] plumbing and heating contractors that his membership was working for.

Q. But that was the only thing and the only reason for that meeting with Mr. Graham, wasn't it?

A. The meeting with Mr. Graham wasn't a protest.

Q. The purpose of the meeting with Mr. Graham was to talk about the fact that he had a non-union sub-contractor on the premises?

A. That was discussed.

Q. And there was no discussion about any other crafts?

A. Not to my knowledge to any extent, if any at all. I don't remember of any discussion that he took up—that Mr. Joinville took up with Mr. Graham concerning the other crafts, but prevailing upon Mr. Graham or Graham Brothers that he would like for them to use his sub-contractors.

Q. As officers of the Council all you had to bring to his attention at that time and to talk about was that plumbing and heating question? You didn't talk about any other crafts?

A. I wouldn't say "we" in there.

Q. Well, Mr. Joinville.

Q. You just sat there and said little, if anything, except hello and goodbye?

A. That is the extent of my conversation. That is all I said.

Q. But the conversation at which you were present was [fol. 133] about the plumbing and heating sub-contract and nothing about other crafts?

A. Not about the job in general, pertaining to other crafts, except the plumbing and heating sub-contractor. It was a general discussion which occurs quite often among the different crafts in our work. As I stated earlier, if we call upon the contractor it wasn't a protest or a threat of any kind, shape or form against Mr. Graham or the Graham Brothers Company. I thought it was a rather simple conversation for a labor representative and a general contractor to have over a matter coming up. I thought it was very gentle; it was carried on very gentle between the two men; no loud voices, no threats in any way, shape or form to my knowledge, and I didn't go to sleep while I was sitting there, although I am sleepy now.

Q. You said that Mr. Joinville did try to get Mr. Graham to agree in the future to use union sub-contractors on plumbing and heating?

A. I wouldn't state that he went so far as to have him agree.

Q. What did he ask him to do?

A. He asked him if he would consider using union subcontractors on his work in the future, and go along with the boys—what we call the boys, our membership; that Mr. Graham or the company had worked sometimes in the past [fol. 134] as a union contractor, and that I would take as using all union subs on his work in the past.

Q. And he wanted him to do it in the future?

A. He tried to prevail upon the man—Mr. Graham that he would do it again.

Q. What he wanted Mr. Graham to say was, "Yes, I will do that, employ only union subs"?

A. Well, naturally, that would be the main result of meeting like that for a man to agree that in the future he would go along with him, so to speak, as he had sometime in the past.

Q. It is not only a natural result; it is a plain fact, isn't it?

A. That would be the point of business.

Q. That was the point of business, wasn't it?

A. Yes, for his future work.

Q. Were you present at the site during any time the picketing was going on?

A. No. The time the picketing was going on I was in bed, couldn't get out of the house for about three days, I think, more than that; it was Friday, Saturday, Sunday, Monday and Tuesday. That was three work days.

Q. Had the picketing been planned before you became sick?

A. Not to any great extent or nothing definite. We had [fol. 135] discussed it just a few days before I was off; the job would come up in discussions at our meetings, but prior to my being off there was nothing definitely set, no time definitely set as to when there would be pickets put on, if put on at all.

Q. When the talk was had with Mr. O. J. Graham on July 28th, the squawk, as we might call it——

A. Gripe, you mean.

Q. The gripe—I accept the amendment—the gripe re-

lated to the plumbing and heating sub-contractors. Now when the picketing was planned——

A. Will you start over again, please?

Q. When the picketing was planned plumbing and the heating was still the only gripe, wasn't it?

A. No.

Q. Had any other gripe been brought to Mr. Graham's attention; if so, when and how?

A. I don't know to my knowledge whether the representatives of the laborers had contacted Mr. Graham personally about it, but during that meeting that morning of the representatives with Mr. Jepson, Mr. Long spoke to Mr. Jepson about using laborers, if he would let him send him some laborers or if he would call him for some laborers on the job.

Q. Is Mr. Long's union a member of the Council?

[fol. 136] A. Yes.

Q. Why was it, if that be the case, that when the President and the Secretary-Treasurer of the Council went to see O. J. Graham the next day they talked only about the plumbing and the heating and not about the problem raised by Mr. Long?

A. Well, I can straighten you out on that right quick. The meeting of Mr. Joinville and I in Mr. Graham's office wasn't a Building Trades Committee. As I expressed it the first time, Mr. Joinville had the meeting with Mr. Graham and asked me during the day while we were out what we call policing our work and different jobs around over the city, county or half the State, whatever it might be, he asked me if I wanted to attend or go up and meet Mr. Graham. I never had met the gentleman. He asked me if I wanted to go up and meet him and then we would go back to the office together. It wasn't a Building Trades Council meeting.

Q. Is it the policy of the Building Trades Council to start picketing a contractor without ever discussing with him one of the reasons for that picketing?

A. You say is it the policy to picket a contractor without discussing it?

Q. Without discussing one of the reasons for it.

A. Well, it hadn't been a discussion with Mr. Graham anything pertaining to a picket line.

[fol. 137] Q. Well, if there had been all union labor on the George Washington Carver School addition job, there never would have been a picket line there, would it?

A. If the cement finishers had been right and the laborers had been right and all crafts one hundred per cent, why Christ himself knows we wouldn't have put a picket line there.

Q. I think He does.

A. Because by being fair we wouldn't have had to put a sign out—a picket sign out or a picket line informing our friends that it was an unfair job. It would have been a fair job, so to speak.

Q. You term it unfair, I think, for anyone not to employ all union labor?

A. Unfair as a whole.

Q. Unfair to everybody?

A. Yes, it is unfair. If you wanted to class it this way, it would be unfair to the Building Trades Council delegates if he was working half of them and the other half he wasn't—if he was working half of the affiliates of the Building Trades Council and the other half wasn't. You wouldn't be fair to the Building Trades Council. If a man sold you—had two houses to sell, both of them identically alike, and he sold one to you for $10,000 and sold another for $7,500, you wouldn't say the sale of the property was fair to you. [fol. 138] You would say he gave you a damn good gyp, wouldn't you?

Mr. Moore: I don't have to answer questions today, sir.

The Witness: I understand. That was just in passing.

Q. Yet the effect of this working agreement which you seek to obtain from contractors is to deprive non-union workmen of the opportunity to work for those contractors?

A. No, it isn't.

Q. There is no question about it, is it?

A. It doesn't deprive non-union workers.

Q. Can non-union workmen work under such a working arrangement for the contractor?

A. Non-union workmen can work for the general contractors, but their respective crafts——

Q. They wouldn't work?

A. They don't work with non-union workmen of their craft.

Cross-examination.

By Mr. Stallard:

Q. Mr. Cochran, you say you went to call on Mr. Graham's superintendent with a committee?

A. Yes.

[fol. 139] Q. Composed of business representatives of various unions?

A. Of the crafts, yes.

Q. Were all of those business representatives—their crafts members of the Council?

A. Yes.

Q. All of them?

A. No; excuse me. Mr. James and Mr. Rustad, of the white carpenters are not affiliated with the Building Trades Council.

Q. And you stated, I believe, Mr. Rustad carried on most of the conversation?

A. Yes, he did, and Mr. James talked quite a bit.

Some of Mr. James' conversation with Mr. Jepson by Mr. Jepson being either a member or a former member of the Carpenters' Local—they talked off the job, so to speak—not concerning the job for maybe two or three minutes just one thing and another. I taken it from their conversation that they was old acquaintances.

Q. Now Mr. Rustad is a representative of the carpenters, isn't he?

A. Yes, he and Mr. James.

Q. And they are not members of the Council?

A. No.

Q. They were interested in getting their carpenters em-
[fol. 140] ployed, were they not?

A. Yes.

Q. Their carpenters were employed?

A. Yes, they had some few. As to the number, I don't know.

Q. Now your men were employed; your sub-contractor got the contract, did he not?

A. My sub-contractor had been there previous to that time and did the excavating.

Q. Now Mr. Rustad's carpenters are working on the job today, aren't they?

A. Well, it would be circumstantial. I hear they are. I haven't been around to see as to know whether members of his craft or union are working or not, but I hear they are still working.

Q. They are working on the job with non-union sub-contractors?

A. Yes.

Q. And your men have completed their work have they not?

A. Yes.

Q. And if the general contractor had at any time on the job non-union men of another craft, your men would have continued to work, wouldn't they?

A. Well, yes, and they did. They were working there [fol. 141] with non-union laborers and with non-union plumbers and steamfitters, whichever was doing the work at that particular time.

Q. Now Mr. Joinville is a paid representative of Local No. 10, isn't he?

A. Yes, sir.

Q. And you are a paid representative of your Local 147?

A. Yes.

Q. Mr. Joinville as President of the Council, is not paid, is he?

A. No.

Q. Therefore, when he called upon Mr. Graham, he called upon him, as Mr. Graham said he did, as representative of Local No. 10?

A. Yes.

Q. Do I understand that you state that Mr. Joinville was not present on July 27th when you discussed with the superintendent the question of employing your various contractors or sub-contractors who were employing your various crafts?

A. He wasn't present.

Q. Was there any reason why he wouldn't have been present if he had been in town and didn't have anything else to do?

[fol. 142] Mr. Moore: I object on the ground that that is speculative.

A. No, there is no reason why he wouldn't be there with us if he hadn't been called out of town on business that day.

Q. Did you hear any business representative or any representative of organized labor make this demand upon the superintendent: That unless all non-union labor were laid off of the project the union labor thereon would refuse to work and would throw a picket line around the project which would not be crossed by any member of any union?

A. No, I didn't hear no demand like that made at the meeting.

Q. Isn't it a fact you have just testified that Mr. Rustad's carpenters, who belong to the union, worked with non-union men, not of the same craft?

A. Not of the same craft, but non-union men on the job.

Q. And you have just testified that your craft did that, but not with non-union men of the same craft?

A. That is right.

Q. Now you have certain contracts—your local union—with sub-contractors, do you not?

A. Well, speaking right at the present time in this area I don't have anything but international agreements.

[fol. 143] Q. International agreements?

A. Yes.

Q. Now those international agreements state in substance that your union is the bargaining agent of a certain group of men, doesn't it?

A. Yes.

Q. It doesn't say anything about union or non-union members not working with non-union members, does it?

A. No.

Q. Doesn't it further say that nothing in that contract will be in contravention of the State of Federal law?

A. When we make an agreement through collective bargaining, which we have just completed in the Norfolk area with the Norfolk area contractors, when the agreement is completed, I can say through collective bargaining I, as business manager of the union, can either take it and present it in person or I can mail it in to our international president in Washington before the president or recording or corre-

sponding secretary which has to sign the agreement before it is good—they are sent in there for inspection and approval to see that the agreement that the different local unions draw up between the local union and the contractor does not conflict in any way with the National or State laws and then it is returned for the signature of the respective representatives of both the union and the negotiating com-
[fol. 144] mittee of the contractors.

Q. Have you ever heard anybody call those closed shop or union shop contracts?

A. No. We used to have in the past years, as has been brought out time and again that we did have, where we could have a closed shop, but under the Taft-Hartley Act and the State law we can't write a closed shop contract.

Q. And those contracts state that Local 147 is the collective bargaining agent of certain members?

A. Yes.

Q. Do you know as a matter of fact that non-union subcontractors call upon general contractors for the purpose of getting work for their men and themselves?

A. Yes.

Q. Have you ever by chance heard any of the conversations—I am not going to ask you what they are because that would be hearsay——.

A. You mean between the non-union contractor and the general contractor?

Q. Have you ever by any chance heard the conversation?

A. I can't recall as I was ever around when they were negotiating for a contract.

Q. If Graham Brothers had employed all non-union subcontractors, would the Council have put the picket out to say "This is not a union job"?

[fol. 145] A. If he had employed all non-union?

Mr. Moore: I object on the ground that is purely speculative.

A. (Continuing) Well, it is not speculative from this respect, that we would have because in the past the Council has picketed another contractor that had given all his work to non-union subs.

Mr. Moore: I object on the further ground that the answer is not responsive to the question and move it be stricken.

By Mr. Stallard:

Q. Do you know as a matter of fact, that general contractors want the business representatives of various local unions to call upon them?

A. Yes, they want the representatives of the various crafts to call upon them and to keep them informed; in other words, to keep them posted, and we do it in different ways. One way we have of doing that is through our business trades directory of the Building Trades Council, and another way is the respective crafts do it themselves, furnish different general contractors with a list of their contractors that are working with them or maybe the Engineers, Plumbers & Steamfitters. That has been a common practice for years.

Q. Do you know of your own knowledge that the general contractors want non-union sub-contractors to call upon them?

[fol. 146] A. Well, it is not to my knowledge that they want them, but in the past, according to past experience, it is proven that the non-union contractors do call upon the union contractors for work and submit bids for different classes of work.

Q. Are there more non-union sub-contractors than union?

A. I would say yes, oh, yes.

Q. Before the Taft-Hartley Act and the State anti-closed shop act, did sub-contractors who employed union employees work with other sub-contractors who did not employ union employees?

Mr. Moore: What is the relevancy of this line of questioning?

Mr. Stallard: The respondents want to show that the same policy exists today that existed before the Taft-Hartley Act and before the right to work act and that these two laws are not in any way infringed by this policy before or after.

A. Will you please repeat the question?

Q. Before the Taft-Hartley Act and the State anti-closed shop act, did sub-contractors who employed union employees work with other sub-contractors who did not employ union employees?

A. In some instances and in different places they did, [fol. 147] and that dates back to before the time that they had closed shops. On the question a while ago of the International okaying our contracts as to the difference of National and State laws as to qualifying may I read from our agreement the following intent that was inserted in it to bring out my opinion of that?

Mr. Moore: I am going to object to the introduction of any terms of any contract with any other contractor. I don't see it is in any way material or relevant to the issues of this case.

By Mr. Stallard:

Q. Mr. Cochran, could you give the exact wording in a contract that your union signed with sub-contractors for the record?

Mr. Moore: I object to the wording or contents of any of these contracts being offered in evidence upon the ground it is not material to the issues in this case and it is irrelevant.

By Mr. Stallard:

Q. Would you state that, Mr. Cochran?

A. "It is not the intent of either party hereto to violate any laws or any rulings or regulations of any governmental authority or State agency having jurisdiction of the subject matter of this instrument and the parties hereto agree that in the event any provision of this instrument is held to be [fol. 148] unlawful or void by any tribunal having the right to so hold the remainder of the instrument shall remain in full force and effect."

Mr. Moore: Without waiving its objection to the evidence along this line being introduced counsel for the complainants still insisting on their objection, nevertheless ask that since defendants have attempted to put a part of this contract into the record that the whole contract be put into the record.

Mr. Stallard: Counsel for the respondents has not asked that any part of a contract be read into the record, only a provision of the contract which the International had with sub-contractors. My next question is going to be did he have a similar contract with Bowles who worked with the general contractor.

The Witness: Similar up until it was cancelled as of October 20th.

Mr. Moore: I don't think you have quite gotten the point I have in mind. I want to get back behind this question of Bowles. Counsel for complainants deems that since a portion of that alleged contract has been read into the record all of it ought to be read into the record or in lieu thereof [fol. 149] a copy filed with the Reporter, still without waiving its objection to this line of testimony.

By Mr. Stallard:

Q. Could you get a copy of your International contract that you have and give it to the Reporter?

A. I could. I could get a photostatic copy made of it if somebody has $7.00; it is nine pages of it and costs seven bucks a copy.

Mr. Moore: I haven't got that $7.00.

The Witness: Neither does Cochran.

By Mr. Stallard:

Q. Will you have your secretary write up an ordinary copy of it?

A. As I stated, it is in testimony that is on the Norfolk area contractors, not on the Richmond area contractors, which I stated was cancelled as of October 20th, but that qualifying intent that paragraph is in all agreements; it is in Stone & Webster's International agreement.

Mr. Moore: The same objection applies to all of this line of testimony and if anything in any contract is either read or put into this record in any way, to all of which we object, we call on the defendants to produce the whole contract.

[fol. 150] By Mr. Stallard:

Q. Did your International have a contract with the sub-contractor, Mr. Bowles, who had a contract with Graham Brothers?

A. Yes, they had an agreement with all our Richmond contractors that work with us until this cancellation.

Q. Did Mr. Bowles do some work before October 20th for Graham Brothers?

A. Yes, quite a bit before that, but I may state the agreement we had with the Richmond contractors at that time was much different with the agreement which was completed recently with the Norfolk contractors which we are negotiating now and are in the process of negotiations with the Richmond contractors.

Q. But did each have the provision which you have read into the record? Did the Bowles have that provision in it?

Mr. Moore: The Bowles contract is the best evidence of what the Bowles contract is.

Mr. Stallard: Let me cross examine him and then you can examine him.

Mr. Moore: I still have the right to object.

Mr. Stallard: All right, put it in there and let me ask the question.

Mr. Moore: I ask that the contract be produced here [fol. 151] before anything about its contents be offered in evidence.

By Mr. Stallard:

Q. Mr. Cochran, did the Bowles contract have the same provision——

A. No.

Q. —that you have just read?

A. No.

Q. Did it have a similar provision?

A. It had something similar.

Q. Will you get a copy of it for the record and give it to Mr. Williams or give it to me and I will send it to him?

A. All right.

Mr. Stallard: I think that clears it up.

Q. Did Mr. Joinville make any threats to Mr. Graham in renewing, as Mr. Graham said, his request that all non-union labor on the project be laid off or discharged?

A. He never even requested that labor be fired, never made any threat as to what the outcome would be in the future if he didn't. I don't remember through the conversation they had—as I stated, I didn't have any conversation in it, but what I remember from their conversation there was no threat made as he was never asked by Mr. Joinville of Mr. [fol. 152] Graham that he lay off or fire the non-union men.

Q. Did he say he would put a picket line around the school, the project?

A. I don't remember any discussion in his office on the picket line.

Q. Did you leave that conference with any understanding that a picket was going to be put on the job?

A. No.

Q. You said that you have business agents who made up the members of the Council or is that business agents outside of the Council?

A. The business agents of the various crafts are the Executive Board of the Council.

Q. Do all the business agents in Richmond belong to that Council?

A. No.

Q. Do you meet with the business agents that are not members of the Council?

A. Informally, we have quite often.

Q. Did you ever discuss the Graham job at those meetings?

A. We have discussed it or talked about it, as well as we have, I would say, dozens of other jobs.

Q. Do you know the approximate time when it was decided that a picket or pickets would be put on the Graham [fol. 153] Brothers job?

A. The picket was put on according to the testimony—the picket was put on Monday morning of September 25th, is that right?

Q. Go ahead.

A. And it was discussed or decided a few days prior to that. Just what time it was I don't know. As I stated, I

was at home with an injured leg that I wasn't on the job or even at the office for several days.

Q. Was Mr. Graham being specifically picked out of all the contractors in Richmond?

A. No more than several contractors that we had in mind or have in mind.

Q. Has it been the policy of the Council to put pickets on jobs and state that the job was a non-union job or unfair to labor in the past?

A. It has always been the policy of organized labor back as far as—well, to the beginning of organized labor.

Q. Have you ever known a picket to compel a non-union member to join——

Mr. Moore: I object to that because it involves a legal conclusion and it is not confined to the issues in this case.

A. No.

Mr. Stallard: Counsel says it is not confined to the issues [fol. 154] in this case, but in the decree it is to deprive the non-union employees who are engaged in work on the George Washington Carver School in the City of Richmond unless they become members of the unions.

Q. Was that picketing to compel those people to become members of the union or lose their jobs?

A. No.

Q. What was its purpose? Was it done as a general practice to get them to lose their job or come and join the union?

A. The purpose and the fundamental meaning or reason for the picket line was to inform the friends of labor—labor friends and friends of labor—that the particular contractor was unfair to labor.

Q. How does your union get members?

A. Well, I don't know whether all crafts work the same—they don't all work the same as some have different methods, but it has been the policy of the Operating Engineers when a general contractor or an excavating contractor, whichever he may be, that uses our men agrees to or wants to go along with the union that it is the union policy to take in all of his employees—his employees that are doing the nature of work under the Engineering.

Q. Do you have an examination that you give them?
[fol. 155] A. No. It is somewhat different than the plumbers or painters or plasterers and such as that. We haven't as yet in this area. Some local unions like that have established apprenticeships, but my local union never has as yet established an apprenticeship. To start out with, generally a man becomes an oiler and a fireman under the direction of an operating engineer and he learns the fundamentals of machinery in his work. In other words, it depends upon his ability. It doesn't depend on the number of years he works at his trade; it depends on his ability and his initiative, how quick he is to grasp different operations of different machines, which is somewhere between twenty-five and thirty different operations of different machines in our class of work and which we don't have but very few that has the ability to operate a combined unit. We have more or less specialists in different fields such as shovels or motors, bulldozers, and power machinery which some of them work mechanically and some work automatically. It is different specialists' fields in our organization for different men.

Q. You are secretary of the Richmond Building Trades Council?

A. Yes.

Q. Is there anything in the minutes about Graham?

A. No, not as I recall.

Q. No motion there to put pickets on?
[fol. 156] A. No.

Q. Do you recall pickets being put on other jobs similar to this job giving notice to your friends?

A. Well, they had pickets on Perrin's twenty-odd jobs in this area for months and months, and various crafts have had different picket lines on different contractors from time to time through the City and through the area. Lots of times they would have a stoppage of work without a picket line.

Q. The sign which Mr. Long here is wearing in this picture "This is not a union job" was that a true statement?

A. Yes.

Q. Have you done any work for Graham Brothers since September?

A. You mean my respective craft?

Q. Yes.

A. Well, I can't say whether E. G. Bowles, the contractor has been in there doing any back-filling or not; I haven't been around there.

Q. Do you have any sub-contracts here in Richmond now?

A. No, I don't have a one except right in the city—the only contract the Engineers have at the present time is the International agreement with Stone & Webster. We have some in the Richmond area, but not in the City of Richmond.

[fol. 157] Q. Would you object to one of your sub-contractors now doing work on a project in Petersburg for Mr. Graham?

A. No, I wouldn't object.

Mr. Moore: I have no further questions at this time, but I reserve the right to recall the witness.

And further this deponent saith not.

W. H. Turner, called as an adverse witness on behalf of the complainants, being first duly sworn, deposed as follows:

Direct examination.

By Mr. Moore:

Q. Mr. Turner, you are business representative of Local——

A. Former. I quit when I went in the hospital. I was at this time that I went in the hospital the 2nd of October, but I was still handling the case as representative.

Q. Of what?

A. Local 64, Operating Plasterers & Cement Finishers.

Q. That local is a member of the Richmond Trades Council?

A. Yes, sir.

[fol. 158] Q. You were its business representative up until October 2, 1950?

A. Yes, sir.

Q. For how long prior to that time?

A. Two and a half years.

Q. You have participated in various connections with the

matters which you have heard testified about here today. In what capacity did you participate in them?

A. Well, just as a committee. I was around there on the morning of the 27th with Brother Cochran and Wright and Mr. James and Mr. Rustad and I don't recall the other one, if it was any.

Q. You were representing your local union and would you say the committee was there on behalf of the Council generally?

A. Well, generally speaking, it would have been.

Q. The conference that was held on July 27th and the discussion that Mr. Joinville had on July 28th and the picketing that took place on September 25th were all a part of one and the same issue, weren't they?

A. Well, I couldn't say. It wasn't anything—as far as I know it wasn't anything discussed about the plumbing and steamfitting while I was there during that morning. I couldn't say—if anyone said anything about it, I didn't hear it.

[fol. 159] Q. Nothing happened to change the situation between the 28th of July and the 25th of September, did it?

A. 25th of September?

Q. Yes.

A. No; just the routine meetings we usually have in the Council there.

Q. Did you all discuss the picketing at those meetings or the possibility of picketing?

A. Well, offhand, we did. In the last three or four days it was discussion like we always brought out in the meetings.

Q. Why was there such a delay in the commencement of this picketing?

A. That I can't answer. It wasn't any discussion at all between the time we met and three or four days before.

Q. Were you aware on the 27th of July there were non-union sub-contractors working on this project?

A. Yes.

Q. Can you give any reason why if picketing of the project was to be done why it was held off for a period of about two months?

A. No, sir, I couldn't. Definitely, I couldn't give you any answer at all.

Q. Could the reason have been that it simply wasn't convenient at that time of year to start it due to other commit-
[fol. 160] ments?

A. I know during that time I was busy because I had Charlottesville, Bremo Bluff, Fredericksburg and Petersburg and I couldn't have gotten off for it and I think most of the other members were the same way.

Q. And that was the reason that it wasn't convenient to start it earlier?

A. The only way I can figure it out.

Q. This picketing was on account of the non-union sub-contractor being there, wasn't it?

A. No, it wasn't discussed that way on account of non-union sub-contractors. It was merely to let our friends and the different people we work for on the street to know it was a non-union job.

Q. Well, in order to publicize that you had to know there were non-union sub-contractors on it?

A. Oh, we knew there were non-union sub-contractors on the job and we knew there were non-union workers on the job, too.

Q. Well, that was the reason for the picketing, wasn't it?

A. I guess all picketing is on account of non-union. If it was all union, it would be no picketing.

Q. I mean it is perfectly evident that is the reason you had the picketing because they had non-union subs on the
[fol. 161] job.

A. That probably would be.

Q. Was it or not?

A. It would have to be. Wouldn't no picket picket a job one hundred per cent union; it would be silly.

Q. Who had the sub-contract as far as cement work was concerned?

A. Well, for cement workers we furnished direct to the general contractor. All our contractors use our union hall for a hiring hall as an agency for men and up until this job in Petersburg on the college over there and on this job up here he was calling us for men and he probably would have called us for cement finishers because it hadn't been any cement finishing done on the job.

Q. Were any cement finishers on the job at the time the picketing started?

A. Not that I know of.

I know one of my men went there to ask for a job and it wasn't ready.

Q. Who was that?

A. Hughes—Andrew Hughes, because he asked me about the job.

Q. Did Hughes ever work on the job?

A. Not to my knowledge, unless after I went to the hospital.

[fol. 162] Q. Are you sure Hughes wasn't working there when the pickets started?

A. No, sir, he wasn't. It wasn't any cement workers there at the time of the picketing.

Q. You are absolutely certain?

A. Totally. It wasn't any when I was around there. If it was any cement finishers on there, they were on there prior to that because they don't have any finishing to do—on foundations and basements the only things they want them to do they have to rub the joints down and it wouldn't be any cement workers—they pour the concrete in the forms and can use labor to level the top off. We don't use cement finishers on that. So definitely I can tell you as far as I know it was no cement finishers on the job at all.

Q. Did Hughes ever put in a request after the picketing had stopped to go back on the job.

A. He never went back as I know of. He never asked me either way.

Q. When is it you say he tried to get a job there?

A. He told me he went around to see about the job. That was long before we discussed anything about the job; that was when the job first started. I don't even know who he talked to.

Q. You mean sometime prior to July 27th?

A. Yes.

[fol. 163] Q. Now when you went up there on July 27th you say Mr. James was there?

A. Mr. James.

Q. And you were there?

A. Yes.

Q. Who else?

A. Mr. Rustad, Brother Cochran, and I think Jack Wright. I am not postive whether Jack was there—I don't

remember exactly whether Jack was there or not—and Long was there.

Q. Was it one or two carpenters——

A. It was two carpenters representatives.

Q. Who was the other one besides Rustad?

A. James.

Q. Was Mr. Johnson there?

A. Not as I can recall.

Q. Where was Mr. Joinville?

A. Well, the day before Mr. Joinville—he told me this more than anyone else—everybody else has got the thought he did, but he went to Charlottesville and he didn't come in the hall the morning of the 27th at all. He said he had some business at Bremo Bluff and Charlottesville and I am very positive of that statement.

Q. He wasn't in Richmond at all on the 27th?

A. In fact, I didn't see Mr. Joinville until the next [fol. 164] morning.

Q. Now you have heard Mr. Cochran testify as to the reasons why this committee went up there in response to my questions. Would you say that testimony is correct?

A. I would say it was pretty near correct.

Q. Then one of the reasons you did go was to see if you couldn't arrange it up there so you would have all union sub-contractors on that job?

A. That is always our procedure when we go to talk to anyone. In fact, I didn't know Mr. Jepson at the time.

Q. Did you know before you went up there Talley had the plumbing and heating?

A. I didn't know definitely; I had heard he had it.

Q. That was common information to all of you, wasn't it?

A. That was common information to all of us, yes.

Q. Warn't that one of the reasons you were *n't* up to talk to the superintendent?

A. Not particularly that. I am not a plasterer myself and I represent that craft, but the John H. Hampshire Corporation, whether they signed that agreement or not—he wouldn't take the job. He told me he had the job if he could get the men.

Q. What job?

A. The school.

[fol. 165] Q. What craft is that?

A. Plastering. I represented both plasterers and cement finishers and Mr. Johnson at the Hampshire Corporation told me he had the job and could do the job if I could furnish him men. All my contractors know I couldn't furnish men as scarce as plasterers are, so I couldn't tell him anything. I went in the hospital and I don't know whether Brother Gilman told him anything or not—the business agent now.

Q. So he couldn't take the contract?

A. I didn't say he didn't take it, but he wanted to know if I could furnish him men. In fact, I don't know whether they had anyone signed up for the contract or not, but definitely he could have gotten it and he is a signed contractor with our local and the International too, because he does work all over the country.

Q. If you went up to talk about the plumbing sub-contract along with various other matters what was the nature of the conversation?

A. Well, I was standing over to the side and, to be frank with you, I didn't hear the discussion of it. We were only there about twelve minutes. Mr. Rustad did practically all the talking.

Q. Mr. Rustad?

A. Yes, with Mr. Jepson.

Q. Did Mr. Rustad go up there with you?

[fol. 166] A. He met us up there.

Q. You met there?

A. On the corner, Mr. James and Mr. Rustad.

Q. From what you heard did he discuss the plumbing situation with Mr. Jepson?

A. No, I didn't hear the plumbing mentioned at all.

Q. I think you stated you couldn't hear very much of it because you were on the side, but what part did you hear?

A. They were discussing the various crafts—what part I heard they were discussing the various crafts and Mr. Long did ask Mr. Jepson about the laborers and from what I understood I heard this much: Mr. Jepson said that they were going to hire according to the State law; anyone come on the job, they was going to hire them. That is about all I did hear of the conversation at all. It was only about ten or twelve minutes conversation we had all the way around.

Q. But the part of the conversation you heard was on

the subject of whether there were non-union or union men on the job; it was on that subject?

A. It was on that subject, yes.

Q. There could have been discussion about a picket line which you didn't hear?

A. I didn't hear anything about picketing mentioned at all.

[fol. 167] Q. There could have been discussion and you not have heard it?

A. Yes, it could have been and I not heard it, but I don't think it would have been—I was close enough to understand most of it and I never heard any picketing mentioned.

Q. But you heard the picketing mentioned later on?

A. Three or four days before we went on the picket line I did and that was the only time I heard it and naturally would have to do that because you would have to get a sign printed—have to take two or three days to get a sign printed before you could put anyone on there.

Q. Do you recall Mr. Rustad stating that there would be a picket line on the following Monday and the carpenters would have to stop work?

A. Who?

Q. Mr. Rustad?

A. Mr. Rustad called who?

Q. Do you recall Mr. Rustad stating that there would be a picket line on the following Monday and the carpenters would have to stop work?

A. No, sir.

Q. Did Mr. Johnson take any part in the conversation?

A. Mr. Johnson wasn't there.

Q. Are you sure he wasn't there?

A. I am practically positive. I think the ones I mentioned [fol. 168] were the only ones there. If I understand this right, Mr. Johnson had somewhere else to go that morning and he couldn't get around there.

Q. Did you-all have a get-together at your office the next morning; that is, the morning of July 28th?

A. We have a get-together there—we meet in Brother Joinville's office every morning when I was there and discuss various crafts and various contractors and all. Every morning—I don't think there was a morning in the two and a half years we didn't discuss various contractors.

Q. Did you discuss O. J. Graham on the morning of July 28th?

A. No, I didn't.

Q. Was there a discussion at your mornings' get-together?

A. The only thing I know about O. J. Graham is Mr. Joinville and Mr. Cochran said they had an appointment with Mr. Graham that morning. That is the only discussion I know of.

Q. Did they indicate what they were going to talk to him about?

A. No, sir, not to me they didn't.

Q. Now when the picketing was planned several days you said before the 25th of September, who arrived at the decision that there would be picketing?

[fol. 169] A. I couldn't say any particular person arrived at it because the whole gang must have arrived at it.

Q. The Council and all its members?

A. It had to be. It couldn't be any one man in the Council go out and say, "I am going to put up a picket of the Building Trades Council", and take it on himself to put up a picket for the Building Trades Council. I know if I was going to picket for my local it would be the same thing, I wouldn't take it upon myself to put a sign on there and say Building Trades Council. If I was going to picket anybody I would put a man on of my own and say "Operating Plasterers and Cement Finishers, Affiliated with the Building Trades Council of A. F. of L.", but that wouldn't involve the Building Trades Council in it.

Q. Did you carry a picket sign yourself?

A. Yes, sir.

Q. Were you there the whole time picketing was going on?

A. I picketed for two hours, twelve to two.

Q. Who else to your knowledge picketed on those two days, September 25th and 26th?

A. Brother Johnson started off in the morning—Mr. Johnson picketed from eight to ten, Mr. Joinville picketed from ten to twelve, I picketed from twelve to two and I think Mr. Wright relieved me from two to four. I didn't get a [fol. 170] second chance because the man got me.

Q. In paragraph 6 of the motion which you filed in Court asking the Court to dissolve the temporary injunction in this case it is stated——

A. What date is that?

Q. That is the motion filed to dissolve the injunction: "The defendants George P. Johnson, as business representative of Local 1018 Brotherhood of Painters, Decorators and Paperhangers of America, Affiliated with the American Federation of Labor, and W. H. Turner, as business representative of Local Union No. 64, Cement Finishers and Operative Plasterers, International Association, Affiliated with American Federation of Labor, but neither they as individuals nor as representatives of their respective local unions have made any request or demand on the Complainants whatsoever, nor have they been in communication with the Complainants; that no action has been taken by Local 1018 or Local Union 64 concerning the project being constructed by the Complainants."

A. That is correct.

Q. Can you tell me why you and Mr. Johnson are singled out in this motion and it is stated in there the two of you did not make any request or demand? Who did make the request or demand?

A. Well, I couldn't truthfully say.

[fol. 171] Q. Somebody did make the request or demand, didn't they?

A. I couldn't say, to be frank with you.

Q. Can you explain why if no one made any request or demand of Graham Brothers this sort of allegation is contained in the motion?

A. I don't know why he put us in there, just probably knew us by sight and didn't know the rest of them.

Q. Did you sign this motion?

A. Did I sign the motion?

Q. Yes.

A. Certainly I signed the motion on anything that is pertaining to the Building Trades Council because we were operating as a unit.

Q. Can you give any explanation for that particular language in there about the request or demand?

A. No, I couldn't.

Q. I believe you said that the committee went up there and that the picketing was done on behalf of both the Council and all the local unions. Is that correct?

A. Well, collectively, yes.

Q. Now this motion which I have just read you claims your local union had nothing to do with any of this?

A. Indirectly they didn't; it is just as a part of the Council.

[fol. 172] Mr. Stallard: Counsel for the respondents objects to that statement because this paragraph 6 says that these respective defendants neither as individuals nor as representatives of their unions have made any request or demand on the complainants whatsoever. I respectfully submit that signing is not making any demand or request and further this witness has not stated that anybody has made any representations in his behalf.

By Mr. Moore:

Q. I am reading from the last sentence in your motion which says: "That no action has been taken by Local Union 1018 or Local Union 64 concerning the project being constructed by the complainants." Is that right?

A. That is correct.

Q. Well, I understood you to say a while ago that this picketing was action taken by all the unions.

A. Well, in the Council, and we are working in the Council as a unit, anyone affiliated with the Council if there is any dispute involved in it, if the Council says regardless of whether your organization—you have delegates to the Council and all active business agents are delegates to the Council.

Q. What I am trying to find out, we are having litigation about the Richmond Building Trades Council and some of [fol. 173] these unions and their representatives have already testified their unions are behind it. I am trying to find out whether or not your union is behind this or isn't behind it.

Mr. Stallard: Counsel respectfully submits that the answer states Mr. Turner and Mr. Johnson back the Council one hundred per cent, and I refer you to paragraph——

Mr. Moore: I am referring to the motions, Mr. Stallard.

Mr. Stallard: —paragraph marked 7, which reads as follows: "That business representatives of Locals 1018 and 64 were not present when J. F. Joinville conferred with

O. J. Graham and therefore do not know what took place, that said respondents admit that they are members of the Richmond Building and Construction Trades Council and they concurred in the action taken by respondent Richmond Building and Construction Trades Council and the purpose for which it was taken as set out in paragraph 8 of this answer, but for no other purpose; that J. F. Joinville did not have a legal right to speak for Locals 1018, 64 or 127," and that is under affidavit.

By Mr. Moore:

[fol. 174] Q. All right, will you answer?

A. What was the question?

Q. What I am trying to find out—we are having litigation about the Richmond Building Trades Council and these unions and their representatives have already testified their unions are behind it. I am trying to find out whether or not you union is behind this or is not behind it?

A. My union would agree in the decision of the Council, certainly; they are affiliated with it.

Q. They do concur in it then?

A. Certainly, like all the organizations affiliated with it concurred in it.

Cross-examination.

By Mr. Stallard:

Q. Mr. Turner, before July 27 or 28, 1950, did you authorize Mr. Joinville to speak for your local?

A. No, sir.

Q. When you went on July 27th to call on the superintendent of Graham Brothers did you make any statement whatsoever to him?

A. When I was made acquainted with the gentleman—introduced to him that was all that was said. I never opened my mouth from that time on.

Q. Did you go there representing your local union or did [fol. 175] you go there representing the Council?

A. I went there as a committee.

Q. As a committee?

A. Yes.

Q. How did you get on that committee?

A. Well, I was asked was I available that morning.

Q. Well, do you know who you were representing?

A. Well, bound to be representing the Building Trades Council.

Q. Who authorized you?

A. The Council authorized — naturally, it would be through the Council I was authorized.

Q. If you are positive of that, why did Mr. Rustad handle the conversation when he is not a member of the Council?

A. I couldn't answer you that.

Q. You have testified that Mr. Rustad and Mr. James did most of the talking?

A. They did.

Q. And they represented the Carpenters Local 188, do they not?

A. 188?

Q. 388, and they do not represent the Council?

A. No, sir.

Q. Are you an officer of the Council?

[fol. 176] A. No, sir.

Q. And you did not make any request of the superintendent?

A. Not a word did I speak to him on anything.

Q. Who did the talking?

A. Mr. Rustad did practically all of the talking and Mr. Long, just like I stated, asked something about the labor.

Q. Mr. Long is not an officer of the Council, is he?

A. No, sir.

Q. Are you paid by your local to represent them?

A. Yes, sir.

Q. You are positive Mr. Joinville wasn't present?

A. I am positive Mr. Joinville wasn't present, and I am positive also that he told me definitely the day before he had to go to Bremo Bluff and Charlottesville.

Q. You stated that one of your union sub-contractors could have gotten the plastering if you could have furnished him with the men?

A. Well, I stated he would take the contract. He was low bidder on it and he would take the contract and he asked me—whether he was low or not, I told him to go ahead, I thought he could get the men. That was before—

Q. If you could furnish the men, would the men have worked for Mr. Graham?

A. They wouldn't have been working for Mr. Graham; [fol. 177] they would be working for the contractor.

Q. They would work for the sub-contractor?

A. Yes.

Q. Even though he might have said he had some other sub-contractors that were not union?

A. We would work there.

Q. You do that?

A. Yes.

Q. Your local then does exactly like Mr. Cochran's local?

A. Absolutely.

Q. Nevertheless, you took a picket sign of the Richmond Council and walked up on the sidewalk, did you not?

A. Yes, I did.

Q. Was it the City of Richmond's sidewalk?

A. I suppose it belongs to them, the City was putting bricks in there, and I had to walk around them and go out in the street.

Q. Will you look at this picture and tell me if that is the sidewalk?

A. Yes, that is the sidewalk.

Q. You didn't walk on anything but the sidewalk?

A. No, sir, I didn't get off the bricks.

Q. Was it only one picket walking up and down that sidewalk?

[fol. 178] A. Only one picket yes, sir.

Q. How wide would you say that sidewalk is?

A. From the edge of the bricks to the curb is about six foot. Of course, I didn't get on the dirt part.

Q. You have never asked Mr. Graham to employ any of your sub-contractors and you have never asked his superintendent to employ any of your sub-contractors?

A. No, sir.

Q. You came away from that project on July 27th and when was the next time you heard anything about the work down there?

A. Really I never heard anything more and it wasn't discussed, you know, like in all discussions until just before the pickets were put on.

Q. Were there any men working on the project when you were there?

A. It was about ten or twelve men on it.

Q. Did you hear anybody make the demand those ten or twelve men be put off the job?

A. It wasn't any demand made that they be put off.

Q. Were you looking for membership in your union down there?

A. No, sir, I didn't ask anyone to join. Every man in our union, 195,000 all over the country, are volunteer members. We don't ask anybody to join and don't bar anybody [fol. 179] if they want to join.

Q. How do you get in your union?

A. Well, if we need men and a plasterer comes up and qualifies, if he served his time in an open shop, which we have a lot all over the country, if they say where they want to come in the union, they will come to the hall and ask to join and they get in. We have never turned anyone down. If a man is already supposed to be a mechanic, we give him a permit for two weeks; if he qualifies as a mechanic in those two weeks, he pays from then on the rate of $2.00 a day until he has paid his initiation fee. If he doesn't qualify, it doesn't cost him a nickel and he works two weeks and then if he doesn't qualify we don't give him another permit. Then we have an apprentice system, too; we have a whole lot of apprentices. We have sixteen in the City of Richmond now.

Q. If Mr. Joinville requested of Mr. Graham that he lay off all non-union labor on the project, would he have had your sanction if he asked them to do that?

A. Well, I don't know whether he would or not because that would be violating the State law to go out and ask a man to lay off a man and put his man on. No, I wouldn't say I would have sanctioned it.

Q. You have just testified your men would work alongside non-union men, didn't you?

[fol. 180] A. Not a non-union agreement——

Q. I understand not with a non-union agreement, but with different crafts?

A. Different crafts. Every one of us do, as far as that goes. It is not a contract in the City of Richmond—none of them are one hundred per cent union.

Q. Would you make a request like that yourself?

A. What is that?

Q. That some of the non-union men or all the non-union men must be laid off?

A. No, sir. Even if the man hired a plasterer and put him on there, I wouldn't ask my own men to knock off, wouldn't have to.

Q. Let me ask you this further question. What did you understand to be the purpose of the picketing that you were doing yourself?

A. I understood it to be to let our friends know that the job wasn't operating on a union basis. That was the purpose of it and that was what I understood it to be.

Q. How many men would you say were working on that job on the day that you picketed, September 25, 1950? Was that the date?

A. I don't know the exact date. I know it was in September some time. I went in the hospital pretty soon—about five or six days after and I went in on the 2nd of [fol. 181] October. So I wouldn't know the exact date, but to be exact I couldn't say the exact number, but I still say it wasn't over twelve men at the most on the job.

Q. Mr. Graham has alleged that the job came to a standstill. Is that statement true?

A. Not as I can recall.

Q. Who walked off the job when you were there, if anybody?

A. I don't know if anyone walked off. I know it was some carpenters there, but whether they came off or not I don't know. It was still some working there—somebody doing some carpenter work; whether carpenters, I don't know, but they had a saw and hammer.

Q. How long were you there?

A. Two hours.

Q. Did you walk on just one side of the project?

A. That is all, on the Leigh Street side.

Q. How many men would you say remained on the project?

A. I didn't see none of them leave, to be frank with you. If they left, they left before I got there. I was there from twelve to two in the afternoon.

Q. Did you have any idea you would deprive any of the men of work when you walked that picket line?

A. That wasn't the purpose, no, sir.

Q. Did you think you would deprive union men of work?

[fol. 182] A. Well, it is no good union man going through a picket line. I wouldn't even go through a non-union picket line. If Mr. Moore come out and walked down the line I wouldn't walk through it; I have too much respect for myself. I was taught that when I first went in.

Q. Is that a voluntary thing?

A. It is.

Q. If this picket line had been thrown up a little later, would it have deprived right many union men of employment?

A. If they had waited—I am a little farther on as far as plastering is concerned; I know when a job gets ready for plastering and painting because a painter comes in after we do. If we wanted to hurt Graham and deprive him of his men on the job, if we had waited until next spring we might really hurt him.

Q. Was it ever discussed in your meetings that you really wanted to get Graham?

A. Not at one time, as I can recall.

Q. Was he singled out as a man you really wanted to strike at?

A. We discussed all of that. We have a whole lot of them the same way.

Q. Have you ever done any picketing for the Council on other jobs——

[fol. 183] A. As a Council, no.

Q. You have only been a business representative I believe for two and a half years?

A. Yes.

Q. Therefore, you have only been affiliated with the Council two and a half years?

A. No, we have been affiliated wherever it is a Building Trades Council; that is in our constitution, wherever there is a Building Trades Council, we are bound to belong to it, and if it is not one there we are supposed to try and organize a Council in that jurisdiction.

Q. Do you have contracts with sub-contractors here in Richmond?

A. Yes, sir; for plasterers only, not for cement finishers. We don't have a contract for no cement work.

Q. Does your contract provide for what we call a union shop or closed shop or does it take into consideration the State law and the Federal law?

A. We have to have in our contract according to the State law and the Taft-Hartley law, too. We have to send our—we make our agreement or contract as most of them do, we get up the agreement—tell you to draw up our agreement for us and we send it to our International and they approve it and they send that agreement back with a letter of approval. Then we can take it to the various contractors and [fol. 184] get it signed and I think we have ten signed plastering contracts in the City of Richmond. Now I might be off one or two one way or the other.

Q. If all the union men that might have been employed had walked off of Mr. Graham's project, could he have completed his project with non-union men?

Mr. Moore: I object on the ground that is speculation.

A. He is building one over in Petersburg bigger than that and he completed it with complete non-union.

Mr. Moore: I move to strike the answer as not being responsive to the question.

By Mr. Stallard:

Q. How long have you been in the building trade?

A. I have been in it thirty-four years.

Q. Do you know whether there are more non-union sub-contractors in Richmond than there are union sub-contractors?

A. Yes, it is.

Redirect examination.

By Mr. Moore:

Q. You testified that only one picket was up there?

A. Only one picket at a time.

Q. Only one sign being carried?

[fol. 185] A. That is all, one front and back, see it coming and going.

Q. One sign?

A. Yes.

Q. Front and back of it printed?

A. Yes, but it is only one man at a time carrying it.

Q. Your thirty-four years experience in the building trades have led you to make the statement that you just made, that no good union man is going to work when there is a picket line around?

A. I did, and I will stand up for it. I am speaking for my own personal self. Just like I said, if you were out picketing, whether you were union or not, I wouldn't go across the line because I know you are out for something that is best for yourself.

Q. And the understanding is that labor on this job or any other job is going to honor it and not work on that job?

A. Some will work on it regardless. It is a whole lot of men that will go through a picket line.

Q. But the vast majority of them would honor it, would they?

A. Yes, sir, especially the oldtimers.

Q. And that would be the result of this picketing or any other picketing?

[fol. 186] A. What do you mean?

Q. That they wouldn't work?

A. The union men?

Q. Yes.

A. Anybody with good common sense, no, they aren't going through there.

Q. And anybody with good sense would have known here that would be the result of that picketing?

A. What do you mean? That the result of the picketing was to keep the men off the job?

Q. Yes.

A. Not necessarily.

Q. It would be a very likely result?

A. Well, a union man is not going through a picket line.

Q. Then it would result if there was a picket line there he wouldn't work any more?

A. I don't know whether it was any union men on the job or not.

Q. But if there were union men on the job, the result of this picketing would be they would stop working on it?

A. I guess probably they would.

[fol. 187] Recross-examination.

By Mr. Stallard:

Q. Mr. Moore asked you whether or not on this job or any other job a union man would go through the picket line. What was your answer?

A. I said I don't think he would.

Q. Even though they were picketing for wages, better hours and better working conditions?

A. After all, Mr. Stallard, if you put out a picket for better wages and hours—on the wages and hours you wouldn't put out a picket unless—the only way that you would put out a picket would be that the men was off the job negotiating for wages. The only way that you would put up a picket would be a non-union condition on the job. Of course, you wouldn't do it in the State of Virginia because you have the State law, the right to work; you would have to work under it for hours and wages.

Q. Have you ever known of picketing for higher wages?

A. No, I have never known of picketing for higher wages. I have known of it when we were in dispute for higher wages.

Q. Then would a union man walk through that picket?

A. I don't know as he would.

Q. For whatever purpose you are picketing, does that [fol. 188] usually deter union men from crossing the picket line?

A. That would, yes.

Q. That is a secondary thing that happens. Your purpose is for higher wages or something else, isn't it; it is not to keep union men out?

A. It is not to keep anyone from working.

Q. Because there is no law to prohibit your going through the picket line, is it?

A. You can't stop them. The only way to stop them is like they done Ham Bryan, run him away with a shotgun.

Q. Even though the purpose was for higher wages or better working conditions?

A. No, I wouldn't go through one, and I don't think none of my members would.

Q. Then if the purpose here was to let your friends know ——as a direct result of letting your friends know, people don't go through the picket line? Is that right?

A. No.

Q. But that isn't the purpose, is it?

A. No, sir.

[fol. 189] Redirect examination.

By Mr. Moore:

Q. But it is a necessary result, isn't it?

A. Lots of times you get a lot of different results.

Q. But this would be the expected result?

A. It probably would be.

Q. I mean in your experience when you have done this and people have stopped working—hasn't that been your experience?

A. The only experience I recall—we had a long-term picket on the United States Government Post Office. I lived in Washington some twenty-one years and on the United States Post Office they struck there and in seven months I was plastering on the job I walked picket for carpenters bricklayers and everybody with just plasterers working. One man would get his straightened up and another one would come along and I don't think in seven months I made a week each month and that was on a job going on in Washington. I just struck along with the others.

And further this deponent saith not.

(The further taking of depositions in this cause was adjourned to December 28, 1950, 9:30 a. m., at the same place.)

[fol. 190] Offices of Tucker, Mays, Cabell & Moore, State Planters Bank Building, Richmond, Virginia, December 28, 1950.

Met pursuant to adjournment.

Present: Same counsel as heretofore noted.

G. P. JOHNSON, called as an adverse witness on behalf of the complainants, being first duly sworn, deposed as follows:

Direct examination.

By Mr. Moore:

Q. Mr. Johnson, you are business agent for what local union?

A. Local 1018, Brotherhood of Painters, Decorators and Paperhangers of America.

Q. Do you know what painting sub-contractor had the painting job at the George Washington Carver School?

A. Mr. L. L. Lindsay, a painting contractor from Williamsburg, Virginia, who signed with the sister local in Newport News, Virginia, informed me approximately seven or eight days prior to the time that I picketed the school in [fol. 191] question that he had been awarded the contract for painting the school.

Q. You said that he had signed with the sister union in Newport News. Do you mean he had signed an agreement with the local union in Newport News which is sister to this local union, to the effect that he would employ on his job only members of the union?

A. I don't think his contract would stipulate he would only employ members of the union. I am not familiar too much with his contract. Each local has local autonomy, each form their own rules and by-laws as to the working conditions and the agreement—what I term the agreement is what contractors in this locality and the representatives of the union reach through collective bargaining as to the terms and stipulations as to what they will do, as to the working hours, wages, and so forth.

Q. Do you have a set of by-laws for Local 1018?

A. I do, but I don't have them with me.

Q. Would you secure a copy of those by-laws and file them in evidence in this case?

A. I don't see why there would be anything to hinder me from doing it.

Q. Your local union operates in Richmond and the surrounding area?

A. It does.

[fol. 192] Q. You have what you might term a list of union painting contractors in the area in which you operate?

A. What do you mean by list?

Q. Do you have such a list?

A. A typewritten list of contractors that have signed with Local 1018?

Q. Yes.

A. I do.

Q. What difference is there between the contractors who have signed and the contractors who have not signed, other than the fact that those who do sign use only union labor?

A. I think we could go into a lot of controversy on this matter, such as chalk and cheese. A union contractor sits down and reaches through agreement after, I would say, the National Labor Relations Board has certified him as a union contractor, the majority of his employees want to be union and he caters to a class of work with certain people for instance, myself, if I want to build a house today I would say I would want union men to build it.

Q. Are there any other differences?

A. Like I said, we could go into a lot of controversy and I don't think I would be an authority on telling what the differences are.

Q. You can't state any other differences?

[fol. 193] A. I possibly could, but like I say, I don't think I am an authority. Why are you trying to make me belittle the non-union contractors?

Q. I am afraid, Mr. Johnson, you will have to answer my question. If you wish to answer my question, you are perfectly at liberty to do so; if you believe you have sufficiently answered it, that is a matter up to you.

A. I think the question as it stands has been answered.

Q. You stated that you picketed at the work site of the job of the Graham Brothers, the George Washington Carver High School. That was on September 25th and September 26th that that picketing was going on, is that right?

A. I only picketed on September 25th.

Q. 1950?

A. If that is the date. I don't recall whether that is the exact date.

Q. Do you recall whether or not it was Monday morning?

A. It was a Monday morning.

Q. And about that time in September?

A. Yes; about seven-thirty in the morning.

Q. You stated you picketed. What time did you start picketing?

A. Approximately between seven-thirty and eight o'clock.

[fol. 194] Q. Was anyone else picketing with you at that time?

A. Mr. J. F. Joinville.

Q. Who told you to picket up there?

A. I don't know as it was any particular person who told me to picket.

Q. You just started picketing because of an idea that occurred to you and only to you and without anyone else having anything to do with it?

A. I don't mean to imply that, no, sir.

Q. Will you tell me the facts as to how come you were there at seven-thirty in the morning picketing?

A. Well, several weeks or months prior to this picketing it had been discussed amongst the business agents in the office, which is the Richmond Building Trades Council, as to whether we thought it was advisable to let the public know that certain contractors were doing a non-union job—the large contractors of James Fox, C. E. Nichols, Wattinger, O. J. Graham—and we had talked among ourselves that we would let the public know and on this morning in question or Thursday prior to this date I talked with Mr. Joinville, who is President of Richmond Building Trades Council, and told him I wouldn't be so busy the next few days and if we did want to put out pickets for several days on any contractor in question that I would be available for a short time each day they were picketed and Mr. Joinville says, "Well, we haven't got [fol. 195] any signs. Can you get a union signpainter to paint up some?" and I did. He was to deliver them on Thursday afternoon of that Thursday and I was to—not I, but whoever was to picket—take the initial action which was to carry it out Friday morning, but there was some delay in the signpainter making the signs. So I got the signs Friday evening, went by the Strickland Sign Company and carried them in my car over the weekend and

Monday morning I went to the job site and started to picketing.

Q. Mr. Joinville, who is President of the Richmond Building Trades Council is the man through whom this picketing at that time was cleared on the Thursday previous to that?

A. I don't think Mr. Joinville had any more say-so about it than what I did. It was just a policy that we had followed.

Q. Whose policy?

A. The labor movement policy.

Q. And by labor movement as applied to the circumstances of this case, would you mean the Richmond Building Trades Council and all of its affiliated local unions?

A. What do you mean?

Q. By labor movement as applied to the circumstances of this case, would you mean the Richmond Building Trades Council and all of its affiliated local unions?

A. You say all of its affiliated unions. I hesitate to an- [fol. 196] swer the question because it is a democratic organization and possibly some of them might not be wanting that done.

Q. Would a majority of them want it done?

A. Since it was done, I would say yes.

Q. Who determines whether or not it is going to be done?

A. The majority.

Q. When did the majority determine that in this case?

A. I wouldn't know definitely.

Q. Certainly what was done would represent the policy of the Richmond Building Trades Council and the majority of its local affiliated unions?

A. I would think so.

Q. What was done was done on behalf of the Richmond Building Trades Council?

A. I think the bill of complaint states that.

Q. Well, you admit that is true, don't you?

A. I only speak for myself, one individual. What I done I done for the Richmond Building Trades Council.

Q. How about Local 1018?

A. Local 1018 had no—I don't think any record would show Local 1018 had done anything.

Q. Local 1018 dissented from what was done?

A. Not necessarily. I am the business representative [fol. 197] and if I were to call a meeting of my local union every action or every decision that I was to make I would think possibly I would be representing them an hour a day and twenty-three hours a day I would be calling meetings.

Q. Do members of your union observe picket signs?

A. They have so far.

Q. As a matter of fact, all good union men observe and refuse to cross picket lines?

A. I still have to answer what I term a union man. I wouldn't cross a picket line and I am a union man. What others do, I can't say definitely, but if he told me he was a union man then I would assume he wouldn't cross a picket line.

Q. You spoke a few moments ago about a discussion which had been held relative to publicizing the fact that some of the contractors in the Richmond area were non-union. By publicizing you mean the carrying of a sign such as was carried up here at this job on September 25th, is that what you mean?

A. When you say publicize, I don't think I used that word.

Q. What word did you use? Informing?

A. I think I would let the public know and the union members that it wasn't a union job.

Q. What do you mean by letting the public know? Did [fol. 198] you not mean that you were going to let the public or anyone else who saw it know by means of reading such a sign as you carried up at the project?

A. I think any person that read the sign would know the meaning of it, that it was a statement of fact that it wasn't a union job.

Q. But the way you were going to inform people what you had in mind in this discussion you referred to was picketing and carrying such a sign in order to inform people? That is what you had in mind?

A. I would say lawful picketing.

Q. But that is what you all had had these discussions about?

A. In my days' work if a person or a friend of labor,

which I have I can say a number of times even after my working hours people who I don't know personally or had no prior contact with will call me and ask me if such-and-such job is a union job. I will tell them if one of my contractors has this job. The paint salesmen, brush salesmen which get this information through various reports, the Richmond—not the Richmond; I can't think of the name—the Builders' Exchange, they get this information and they think if they can find out for these union men—I will tell them who the contractor is and they, in turn, can sell the paint and brushes to him to complete the job. [fol. 199] Q. Who else carried picket signs up there, can you state?

A. To my knowledge J. F. Joinville. Other than that I don't know at the site. Mr. Joinville carried a picket sign with me early in the morning and he came back and relieved me after approximately two hours and I had to do my daily duties and I didn't contact the job any more after I picketed. I had made no other arrangement to carry it other than the short time which I did carry it, which was the purpose to begin with. I made no commitment as to how long I would carry it other than the two hours at first.

Q. The reason for this picketing was the fact that it was what you call a non-union plumber and steamfitter on the job, wasn't it?

A. I represent the painters and as to whether the plumbing contractor was union or non-union I have no way of knowing.

Q. A moment ago you stated that you carried a sign saying "This is not a union job" and that the statement on that sign was a fact. Now you say you don't know whether it is a fact or not?

A. I don't say that. You didn't put the question that way.

Q. Well, I asked you what non-union labor was on that job which you described as not being a union job other than [fol. 200] the non-union plumber and steamfitter.

A. The common labor was not union, I knew that to be a fact, and that alone in my mind would make it a non-union job.

Q. Did you then know about the plumbing and heating sub-contractor?

A. In what respect do you mean?

Q. Whether he was union or non-union?

A. No one had told me.

Q. You had no information about that?

A. As to whether it was union or non-union?

Q. Yes.

A. No, sir.

Q. Is your office in the same place as Mr. Joinville's office?

A. It is.

Q. And with the other individual defendants in this case?

A. My office is at 801 West Broad Street.

Q. Is the Richmond Building Trades Council's office there?

A. It is.

Q. Is the office of all the local unions affiliated with the Council there?

A. No, sir.

[fol. 201] Q. Is the office of Local 147, 64, 1018, 10 there?

A. You would have to tell me the names of them; I wouldn't commit myself on numbers.

Q. Henry Cochran's Local 147, W. H. Turner's Local 64, G. P. Johnson's Local 1018, J. F. Joinville's Local 10; are they all there?

A. They are.

Q. Do you go there every day?

A. Every day; that is, with the exception of days that I might be out of town doing work for my local union that requires me to be away overnight.

Q. You were in town for some days prior to the time this picketing started, weren't you?

A. I have no recollection of being out of town.

Q. I thought you stated that during the previous week you intended to get a sign painted and had one of your workmen fix it up and that you kept charge of that sign. Were you in town when you did that?

A. I think you misinterpreted my answer. It wasn't one of my workmen; it was a union signpainting contractor which is not affiliated with my local union, but he is a union

A. Oh, yes.

Q. What is it?

A. I can say the housing project at Camp Lee is one.

Q. Well, what is the policy of the various unions, if you know?

A. I am not sitting in on any of the meetings of the local unions. The only thing I can say is facts. If I was called upon to do it, I would prove that the condition you have recited there is existing.

Q. How long has that condition existed, to your knowledge?

Mr. Moore: I object to going into matters involving other jobs. I don't see that that is important. The witness was asked about policy and has been unable to answer the question.

Mr. Stallard: Counsel for respondents thinks he has answered the question and wants to know how long this policy existed.

A. I am only forty years old and I can't answer that.

Q. How long have you been a union member?

A. Ten years. The question you asked is existing today [fol. 228] on the job in question here.

Q. Now assuming that a non-union painting sub-contractor got the job with Mr. Graham to paint the George Washington Carver School, would there be any occasion for your men to appear on the job?

Mr. Moore: I object. That is a hypothetical question. All the evidence here is that there was a union sub-contractor had the painting contract.

Mr. Stallard: Counsel admits it is a hypothetical question and the purpose for his question is to prove that if a non-union sub-contractor got the painting of this school, he would have had the same policy as the union, namely: He would work with all non-union men.

Q. Would you answer that question?

Mr. Moore: I object to counsel in his statement as to the purpose of the question indicating what the answer to the question would be.

A. You have got me confused now. Will you ask the question again and I will determine whether I will answer it or not.

Q. Now assuming that a non-union painting sub-contractor go the job with Mr. Graham to paint the George Washington Carver School, would there be any occasion for [fol. 223] your men to appear on the job?

A. No.

Q. You wouldn't furnish your union men to a non-union sub-contractor who was doing the painting?

A. No, sir, not unless he would agree to use my men from then on and live up to the agreement reached with the other contractors which they signed.

Q. In other words, you wouldn't have a contract with him to furnish him men?

A. No.

Q. Therefore, he wouldn't come around to see you?

A. I do have them call me ever- so often—non-union contractors and ask me if I have a paperhanger available and so forth because he can't get him through his usual means and ask me, and paperhangers are something that are scarce and I tell him no, I don't have anyone.

Q. Are there more non-union painting contractors than there are union painting contractors?

A. I think it would be about three or four to one.

Q. Which way?

A. In favor of the non-union.

Q. You said you thought your men were better. Why do you think that?

A. Well, we have a standard that we set up which better men than I have formulated, that we ask certain questions [fol. 224] of a man making application and if he can come up to them qualifications we will judge him as a painter.

Q. Could you testify as to your general knowledge that union sub-contractors and non-union sub-contractors worked on the same job before the right to work act which was enacted in 1947?

A. That union contractors and non-union contractors——

Q. Sub-contractors worked on the same job.

A. I haven't seen much difference in the policy since

contractor and whenever I have a sign or anything to do with a sign being made I am going to insist it be made by a union contractor.

The Witness: Will you read the question again and [fol. 202] I will finish it?

Q. I thought you stated that during the previous week you intended to get a sign painted and had one of your workmen fix it up and that you kept charge of that sign. Were you in town when you did that?

A. I was in town from Friday until Monday.

Q. Did you at any time discuss this matter with Mr. W. E. Long?

A. The matter of painting the sign?

Q. The matter of this being not a union job?

A. I think possibly six weeks or two months prior to the day of the picketing Mr. Long told me he didn't have any union men on there.

Q. Is he a member of the Council—his union?

A. Yes, sir, and in our meetings Mr. Long stated that Graham wasn't hiring his men.

Q. You say this was about two months before that you talked to Mr. Long?

A. I definitely talked to him then and a short time before the picketing was commenced.

Q. Did you ever talk to Mr. Joinville about the plumbing and heating sub-contractor?

A. When the job was in the preliminary stages or when the contracts were being consummated I asked Mr. Joinville did he have it and he said it hadn't been awarded. That [fol. 203] was possibly six months before the picketing commenced.

Q. Now this picketing was at the end of September. So you would say the job started approximately in March of 1950?

A. I have no record of when it started. It comes out in the report several months ahead of time it is anticipated and they are inviting bids. At that time it might have been ten or fifteen general contractors figuring on the job.

Q. Did you go to a meeting after the injunction order was entered by the Court with the other local unions?

A. You mean the regular Building Trades meeting?

Q. Yes.

A. I don't think I ever missed but one since I have been in office.

Q. Did you hold a meeting within a day or so after the injunction order was entered in this case—a special meeting?

A. I don't have any recollection of a special meeting. I know I left my office and that was the day after I had picketed and when I came back it was several business agents in the Richmond Building Trades Council office and they told me that a process server had a paper to serve on me. So I waited until he came up.

Q. You are familiar with the way the Richmond Build-
[fol. 204] ing Trades Council functions in matters of this kind, aren't you?

A. I think so. I wouldn't be an authority on it but I think I am familiar with the function.

Q. If it is determined to picket a job, who makes the decision when the picketing is to start?

A. No individual would ever make a decision. That would be a motion duly seconded and carried by a majority. If the motion stipulated a specific time, then it would be carried out accordingly.

Q. In this case there was such a motion made and seconded, so that the Council resolved that the Graham job should be picketed?

A. No.

Q. Why wasn't that regular procedure which you have just outlined followed in this case?

A. Well, as I have told you, it was a question of several contractors and it just so happened that the Graham job at that particular time was in its infancy and we possibly would have taken the entire group in that week; that is, as far as I was concerned, and picketed the entire group of contractors that I mentioned, but at no time was any malice or anything directed at the Graham Construction Company.

Q. This was a part of a general policy of the Council and its affiliated locals, which policy is that they naturally want contractors to work union labor?

[fol. 205] A. I don't think it is the desire of that nature, any violation of law of keeping the men there.

Q. I didn't ask you whether you thought it was any violation of any law; I asked you if that wasn't the policy?

A. We naturally would like to see every craft one hundred per cent union.

Q. Certainly you would, and that is your policy to bring that about, if you can.

A. Through peaceful operation, I would term.

Q. Through peaceful picketing and other peaceful means?

A. I would say so.

Q. Now were you there on July 27th?

A. When you say there where are you referring to?

Q. At the site of the project.

A. July 27th?

Q. Yes, when the other business agents went up to talk to the job superintendent.

A. I think I can clarify that very quick. My first contact was the morning I carried the picket sign, the first time I had ever visited the site; that is, through union activities. Naturally, I might have rode by in my car different times. I definitely know where the school is, but on business I had no reason to go by there.

Q. You were never on the site of the project, never had any contact with the superintendent and you weren't in [fol. 206] the group of business agents that went there on July 27th?

A. If they went there, I definitely didn't go.

Q. You weren't with them?

A. No, sir.

Q. And you weren't there then that day they were there any part of the time?

A. I have never been there to the job.

Q. Before the time you picketed it?

A. That is right.

Mr. Moore: I still desire to reserve the right to recall Mr. Johnson for further examination.

Cross-examination.

By Mr. Stallard:

Q. Mr. Johnson, before July 27th, or 28th, 1950, or after that, did you authorize Mr. Joinville to speak for your local union?

A. Let me have those dates again. In other words, let me answer this way. I have never authorized Mr. Joinville to speak for my local. He is not empowered to and I am not, in turn, empowered to give him that power.

Q. The bill of complaint alleges that he called upon the superintendent on July 27th and made certain demands. Was he authorized to speak for you if he did speak to the [fol. 207] superintendent on that day or speak for your local union?

A. Mr. Joinville doesn't have that power and, as I stated, I couldn't give him that power. Being business representative I know the functions of my local union and I definitely know that they never asked Mr. Joinville to intercede.

Q. Do you have a contract with various local painting contractors here in Richmond?

A. I do; that is, a working agreement as to stipulation of wages and so forth that my men work under.

Q. What are the conditions under which certain paint contractors work when they employ your members?

A. They agree to pay a stipulated wage, certain premium pay for hazardous and other work, for night work, time and a half for all overtime in excess of the eight hours that they normally work a day, provision that if a labor dispute or anything in question comes up that I within forty-eight hours can request a meeting of a joint trades board which is composed of three members of my local union and three members of the Executive Committee of the Master Painters' Association, which are the collective bargaining agency for the union contractors, to decide if the matter in question is a violation or more or less to interpret it.

Q. Have you a sample of your contract with you?

A. I have.

[fol. 208] Q. May I see it?

A. This is the standard form. I do have a pamphlet form that I distribute to my members but this is identical to the one that is signed by the contractors.

Q. Now if an outside contractor say from Newport News or Williamsburg should come to Richmond, do they work in your territory here under this contract?

A. They abide by the provisions of this contract.

Q. Do you have a closed shop agreement with your contractors or a union shop agreement?

A. I definitely don't.

Q. I observe here in Section 1 that it says the employer recognizes the union as the sole collective bargaining agency for all his employees engaged as painters, decorators and paperhangers on all matters pertaining to terms and conditions of employment in the area over which the union has jurisdiction, but nothing in this contract shall operate in contravention of any existing laws. Do you have that provision in all of your contracts?

Mr. Moore: Counsel for complainants at this time objects to questions relating to the contents of a contract which he has not had an opportunity to examine.

(Contract handed to counsel for complainants.)

Mr. Moore: Having had an opportunity to examine the [fol. 209] contract, which is a blank, unexecuted contract, counsel for complainants objects to the introduction of any evidence as to its content upon the ground it is immaterial and irrelevant to the issues in this case.

Mr. Stallard: Counsel for respondents in reply states that several times counsel for complainants asked various witnesses if they had a union contract with certain sub-contractors. The purpose of showing it is that the respondents have a contract which recognizes them as the sole collective bargaining agent but it does not show it is a union or closed shop, and therefore counsel wishes to introduce a copy of the contract which the Brotherhood of Painters, Decorators and Paperhangers of American have with their local sub-contractors so that the Court will have a sample of the contract which clearly shows it is not in contravention of any State or Federal law.

(Filed and marked Johnson Exhibit No. 1)

Mr. Stallard: Now do you have that provision I read in all of your contracts?

A. Yes, sir.

Q. So the various sub-contractors' employees are represented by you or the local union with whom you have a [fol. 210] contract?

A. Yes.

Q. Why did you picket the job here in question when actually your local union apparently had a contract to do the work?

A. Only to let my members or members of my local union, members of affiliates of the Richmond Building Trades Council and friends of organized labor in general know that it was a non-union job.

Q. Once or twice you used the words "It is the policy". Just what do you mean by policy?

A. If you were to stop me on the street and ask me I would inform you to the best of my knowledge—if you asked me if the Grace Baptist Church was a Baptist Church, I would say yes, and at any time we will inform the public as to facts.

Q. Mr. Moore asked you if you held a meeting, had a motion and the majority carried it and you answered you didn't; but why didn't you in this particular case?

A. Hold a special meeting?

Q. Yes.

A. To picket this particular job?

Q. No, any job.

A. Well, that is you might say precedent and has been followed down through the years in the labor movement.

[fol. 211] Q. If you were going to do something else other than picketing for the purpose of information would you have a motion and a majority vote on it?

A. I would say in a case of where there is some financial involvement possibly we would have a motion.

Q. Would you have a motion where you would state the members wouldn't go through a picket line?

A. I don't think a motion would be of any effect if a man were told not to go through a picket line. A union man wouldn't have to have anybody to tell him not to go through a picket line.

Q. Can you name for us something that the Local Council does through policy.

A. I, as a delegate to the Council, try to adhere to constructive means to seek employment for members of my local union and it is a policy that we contribute to various charitable organizations, Police Benevolent Association, Firemen's Benevolent Association. It is more or less, as I stated, constructive to the betterment of mankind.

Q. Does your Council have a policy of picketing to get members?

A. I have no recollection of any. If the Council was to put out five hundred pickets, they couldn't get into my organization by being a picket proposition.

Q. Is it the policy then?

[fol. 212] A. Of the Council?

Q. Yes.

A. I don't know who they would join. They definitely couldn't join the Building Trades Council because I, as a delegate, am appointed or elected from my organization to represent them in the Richmond Building Trades Council and I don't know what they would join if they would join the Richmond Building Trades Council—I don't know how they would get into it.

Q. In response to Mr. Moore's question when he asked if the Council naturally wants general contractors to employ union labor, you said yes.

A. I could go farther than that; I would like to see everybody in the United States employ union labor.

Q. And that was the next question; you naturally would like to see every craft a union craft, and you said yes. Then the next question, to bring that about through peaceful picketing—would you do that.

A. Through peaceful picketing?

Q. Yes.

A. Yes, if peaceful picketing would accomplish that purpose or if standing on my head would do it, I would naturally do it.

Q. Is it the policy to peacefully picket to get more members?

[fol. 213] A. To my organization or the Richmond Building Trades Council?

Q. The Richmond Building Trades Council or to your organization?

A. No, sir. I have never known of a case of a picket getting me a member of my organization. They definitely couldn't get into the Richmond Building Trades Council by picketing.

Q. Well, have you ever known of picketing to deprive non-union men of a job?

Mr. Moore: I object to that question and any answer thereto upon the ground that it calls for a conclusion of the witness and it appears to be directed to matters other than here in issue.

A. What is the question?

Q. Well, have you ever known of picketing to deprive non-union men of a job?

A. No.

Q. Why did you picket over there?

Mr. Moore: I object to that question upon the ground the witness has been asked the question in various forms several times before by Mr. Stallard and he has already answered it.

Mr. Stallard: All right, withdraw it.

Q. Were you acting in behalf of your local union or [fol. 214] the Council when you picketed on the site here in question?

A. I was acting on behalf of the Richmond Building Trades Council.

Q. What did Mr. Joinville have to do with your picketing, individually, or as President of the Council or as business representative for his local?

A. It seems like it is kind of putting Mr. Joinville on the spot here for some reason. I can't see where he as an individual or any other nature had anything to do with my picketing; I done it on my own initiative.

Q. Would you have picketed to get him or his local a contract?

A. I don't think that my picketing would have any bearing on him getting it because I am not a plumber or steamfitter. I don't think that would have any bearing whatsoever as to getting him a contract. I know how I operate;

I run through collective bargaining all of my contracts, and for him to get—that was the policy, possibly he would come up in the middle of the week and call on me to go and get him a contract, but I don't see that would have any bearing on it, unless it was a particular friend of mine that wanted a union contractor on there or wanted Mr. Joinville to furnish the men on there.

Q. Did Mr. Joinville not getting one of his sub-contractors on this job have anything to do with your picket-
[fol. 215] ing?

A. I still come back, regardless of whether Mr. Joinville had his men on there or not—I am only interested in my capacity as business representative of Local 1018 to try to get union painters on there for reasons I could go into for maybe hours telling you why. It is customary that I do contact various owners, general contractors, and I think it is not to be throwing bouquets at myself, but I think I have proved beyond shadow of doubt that union men are better in workmanship.

Q. Is that the sales talk you use in talking to sub-contractors or general contractors asking them to employ your men?

A. Mr. Stallard, let me answer you this way. It might be off the record——

Mr. Moore: On it.

A. (continuing) I am obligated to various organizations as to whether I would lie or not and I will until somebody can prove different try to be truthful in anything that I do.

Q. You have an office at 801 West Broad Street?

A. I do.

Q. Do several business agents have offices in that building?

A. That is right.

[fol. 216] Q. You said all the members of the Council did not have offices there?

A. They do not.

Q. Do you know where most of the members of the Council have their offices?

A. I know how to get in touch with them by telephone, but the different organizations—we have one right-across the street, three members of the Council.

Q. Do you know where some of the other members of Council have offices?

A. Some of them don't have offices. The small organizations only have delegates to the Council and don't have business representatives on the street.

Q. Do you have an office there? You stated in response to Mr. Moore's question you didn't know anything about who had the plumbing contract.

A. I am a painter.

Q. When is the first time you learned that Mr. Joinville —one of his sub-contractors didn't have this contract in question?

A. After this case here came up.

Q. After the case came up?

A. Yes.

Q. You said there had been a discussion by the Council or the business representatives, which I believe compose [fol. 217] the Council's membership?

A. Discussion of what nature?

Q. That certain non-union general contractors should be picketed?

A. I made that statement.

Q. Now did you picket all the non-union general contractors?

A. I didn't, but I would have if this injunction wasn't placed on us. After all, we are working people and our financial resources are limited and we couldn't afford to go and have seven or eight lawsuits or whatever you term this against us at one time.

Q. Would members of your union working for a sub-contractor with whom you have a sub-contract work alongside other crafts that didn't belong to your union or any other union?

A. Let me hear that question again.

Q. Would members of your union working for a sub-contractor with whom you have a sub-contract work alongside other crafts that didn't belong to your union or any other union?

A. They definitely wouldn't work with a painter that wasn't a member of my local union.

Q. Would there be any occasion for your working with a

painter who wasn't a member of your union if the general [fol. 218] contractor had let the painting contract to a sub-contractor with whom you had a contract?

A. I don't think so.

Q. The sub-contractor would take the plans and specifications and put in a bid to do the painting, would he not?

A. On competitive basis, which he is figuring against union and non-union contractors.

Q. If he got the job, then there would be no occasion for a non-union painter to be on the job, would there?

A. It might be an occasion that the general contractor awarding painting to any specific job with a piping concern or sprinkler system outfit may have the erection of the sprinkler system and he awards the painting of that sprinkler system to a non-union contractor, but if he wasn't on the payroll with my contractor my men would work right on the job, stay right on through.

Q. They would?

A. Yes.

Q. Then they would work on the job where certain crafts are not unionized?

A. Sure.

Q. Are your men working right now for Mr. O. J. Graham?

A. I don't have a contract with Mr. Graham, but I do have members of my organization working for a sub-con- [fol. 219] tractor on a job for Mr. Graham.

Q. Where is that?

A. Ettrick, Virginia.

Q. And your painting sub-contractor in this particular case would have completed his contract or will complete his contract and your men will work for him?

A. For who?

Q. With Mr. O. J. Graham.

A. I have no power to stop him otherwise unless he chooses to—if he violates his contract, it is no way in the world I could have any bearing on it. My position is that I will only furnish him men that he requests them. In his case he is an out-of-town contractor and he believes—I am assuming this—that if he comes into my locality rather than to go out and try to scout up fifteen or twenty-five

men, which ever it takes to complete his job, that he comes to me and if I have the men available I will furnish them to him.

Q. You don't have any objection to the sub-contractor for the plumbing work on Mr. Graham's job being a non-union plumber?

A. The plumbing is something that I don't know nothing about; that is, as to how it is done, and so forth. I couldn't comment on it as to whether it was right or wrong. I couldn't be any authority on his plumbing.

[fol. 220] Q. Would you interpose any objection to one of your painting sub-contractors doing work on a job where the plumbing work was being done by a non-union sub-contractor?

A. I couldn't tell any man that I wouldn't—that my members—is that what you are trying to imply?

Q. Yes.

A. That I will not let my members go on a certain job site because it is a non-union plumbing contractor there?

Q. Yes.

A. He would be foolish to listen to me if I were to tell him such a thing. I wouldn't tell him not to go into a certain theatre because he might sit beside a non-union man or go into a restaurant because they cater to them.

Q. Would you picket to prevent that from coming about?

A. I wouldn't have to picket; it would be no point in my picketing a job of that nature.

Q. Do I understand your men will work on jobs where there are non-union men so long as they are not of your craft?

A. That is right.

Q. And a minute ago you made an exception and said that if plumbing or pipes were painted by non-union members, that your members nevertheless would go ahead and work?

A. Absolutely. I can cite you a case of my men working on the interior of a house and the exterior being done by a non-union painting contractor.

[fol. 221] Q. Do you know the general policy of the various crafts in Richmond, towards working on a job where all their members are union and where there might be non-union sub-contractors working different crafts?

the right to work law came in. I don't think everybody interprets the right to work law like I do.

Q. Just how do you interpret it?

Mr. Moore: I object upon the ground that it is asking for a legal opinion and a conclusion of law from the witness, who has not been qualified.

Mr. Stallard: Counsel states it would not be a legal opinion; it would be just his opinion.

Mr. Moore: Then I object on the ground it would be a conclusion.

A. All I can cite now is the statement of former Governor Tuck in the case of one of my members who appealed to him as Governor of the State of Virginia in reference to this right to work and I think the newspaper published a statement that in Governor Tuck's reply he said that he [fol. 225] didn't have any power to intercede for this member if he had been done wrongfully under the right to work law, that the member himself if he felt he had been done an injustice could appeal to the Courts and if his contentions were true the Court would decide on the merits of the case.

Q. Mr. Johnson, in paragraph 8 of the bill of complaint it reads, among other things, that the local unions and the Council and their business agents, officers, agents, servants, employees and representatives in making the demands upon the complainants which they had made and in picketing the project as aforesaid and thus persuading union labor not to cross or work during the continuance of that picketing are all acts and conduct motivated by wholly illegal aims, objectives and purposes, those aims, objectives and purposes being to prevent any non-union employee from working on the above-mentioned project, all contrary to and in opposition to the right to work law of the State of Virginia.

Do you deny that allegation, namely; that it was your purpose to prevent any non-union employees from working on the job?

A. I absolutely do. How would I stop a non-union man from going across a picket line? It is nothing that I know of unless his own conscience would tell him not to do it.

That is a matter a man has to decide his own self, whether [fol. 226] he was non-union, union, brown, black, sick or well. He would have to make up his own mind about that. It is no way in the world I could force him to do that.

Q. Do you know Mr. O. J. Graham?

A. No, sir. I know very few Grahams. I don't think any of them I could recognize if I were to see them right now.

Q. Will union men cross a picket line whether the object is legal or illegal?

A. I speak for myself. As a union man I wouldn't cross a picket line of any nature and I don't think any other man that terms himself a union man will do it.

Q. Have you got anything else to say about this case?

A. I don't unless—I have a lot to express my thoughts.

Mr. Moore: I object to any evidence being put in at this point under a general question of that nature which is not material and relevant to this case. I don't think the question calls for any particular answer and I object to the question as phrased. I don't know what the witness is about to testify.

Mr. Stallard: I don't know either, unless he wants to take the stand. Apparently, he does.

[fol. 227] A. (Continuing:) I am a craftsman and a painter and down through the ages I think each craft has protected their interests. King Solomon was a craftsman and he protected the interests of his craft. I don't think an attorney practicing law with a man that had been disbarred or had not come up to the qualifications would be doing justice to his craft or a preacher preaching the gospel as he interpreted it and not without God in it, and my craft is I term a profession as much as any other and if I can work out an agreement with my employer at certain times and if I stop work for refreshments, for my own lunch hour, I don't think I am violating any law of any nature if it is agreeable with either one of us.

Q. Have you ever tried to impose your membership on non-union members?

A. Impose my membership on non-union members?

Q. Yes.

A. I don't know what you mean by non-union members.

Q. Have you ever tried to compel anybody to join your union?

A. People come and petition me to join of their own free will and if they come up to the qualification I am very glad to have them.

[fol. 228] Redirect examination.

By Mr. Moore:

Q. You never solicit membership in your union, ask people to join it?

A. I have no occasion to.

Q. You have never tried to organize employees for the purpose of becoming collective bargaining agent?

A. Evidently, Mr. Moore, you have been reading Westbrook Pegler or something because my position is not an organizer. If it were a plant starting up with a hundred or two hundred or a thousand employees, then it would be the duty of an organizer or I would say the employees themselves to vote as to whether they wanted union or non-union conditions there.

Q. Neither you nor anyone on your behalf has ever solicited any person to become a member of your local union here in Richmond?

A. I can only speak for myself and in that capacity. I don't know what others have done. I know I haven't.

Q. You are the business agent for the union?

A. I think you will see my charter was issued back in 1891 and I am only forty years old. I can't answer the question for what has been the policy before my time.

Q. You don't know whether anyone solicited—anyone other than yourself solicits workmen to become members [fol. 229] of your union?

A. I don't know of any reason why they would solicit. It has been what I found they come into my office every day, numbers of them, asking to join my union and I tell them how they can join if they come up to the qualifications which isn't working a hardship on them. The first thing I want to know is if they are a painter and can prove that they have served the necessary apprenticeship. The only

thing that would disqualify a man desiring to join my local would be that he wasn't a painter and he was connected with the Communists or Fascist party and that would disqualify him. Other than that he is perfectly willing to join after paying the proper initiation fees and so forth.

Q. You testified, if I understood you correctly if a painting contractor who was not on your list, he did not use your men and used non-union labor, if he asked you for some union men to go on his job, you wouldn't let him have them. Is that right?

A. That is another misinterpretation you have, that I am the one that furnishes the men. I have no power to tell a man where he can work or can't work.

Q. I am not asking for an interpretation; I am asking for a statement of fact and that is this. If a painting contractor who uses non-union labor asks you to furnish enough men to work for him; will you or will you not [fol. 230] furnish them?

A. If he will abide by the working rules that the other contractors have agreed to do and if I were to furnish him a man and he so desired to work that man ten hours a day and not pay overtime in excess of eight hours, then I would be in violation with the other contractors.

Q. He would also have to agree as a condition of securing one of your men to employ only your men from then on in the future? You have already testified to that?

A. I can cite you men that have done it, that have agreed to hire my men and then didn't do it.

Q. And then they go off your list, don't they?

A. I don't know what you mean by list.

Q. They are not your contractors once they stop using your men exclusively?

A. None of them are my contractors. They are union contractors. They are union contractors with Local 1018 so long as they live up to the agreement.

Q. Suppose one of them whom you considered as signed with you starts using non-union labor?

A. My contract takes care of that. I don't make that decision. I have a Joint Trades Board that irons out these questions and, if necessary, arbitration will come in and I think if you will read my contract it shows the decision

shall be final. It is a part of ethics. If a man don't [fol. 231] live up to it, I would assume he doesn't stay a party to it.

Q. If a non-union contractor asked you to furnish him with painters, but will not agree to use only your men, will you furnish him with men?

A. That is something that would have to be decided after the case arose because I have never had that case to arise.

Q. I understood you on examination by Mr. Stallard to state that you wouldn't furnish painters or would furnish them only in case he agreed to use your men in the future. Do I understand you are now changing your statement?

A. I don't think if you will read the record that you will find that I said painters. I think you will find that I said on occasion non-union contractors will call on me for paperhangers, which is a minority in my local; I would say approximately four or five are members. They are paperhangers. They will call on me and I will tell them I don't have them available, which I don't for the reason they are all employed.

Q. Suppose you did have them available?

A. If I had a paperhanger available?

Q. Yes.

A. A non-union contractor called me and asked me to furnish him one?

Q. That is right.

[fol. 232] A. I would say I would refer the man to him. If that man desired to go to work for that man he could do it.

Q. Would that not be against the policy you have already testified to of union painters not working alongside of non-union painters for the same contractor?

A. I think you are trying to confuse me or else you are confused. I said paperhangers.

Q. Is there any difference in the policy between painters and paperhangers?

A. I can only speak my own thoughts. If any of my members desire to go to work for a non-union painting contractor or go out and dig potatoes that is his—he uses his prerogative, not mine.

Q. Would that not be against the policy of your union

for a union painter to go to work for a contractor that uses non-union painters; that is, a painting contractor?

A. I don't think that enters into this case here we are trying to decide now.

Q. Are you going to answer my question, sir?

A. I will.

Q. Please, do so.

A. I come back to my obligation that I took as a member of Local 1018, that I wouldn't work with a painter that didn't carry a card similar to the one I carry, and I wouldn't do the same thing in any fraternal organization. It is [fol. 233] an obligation that I took. Now if someone else desires to breach that, you can't condemn me for that.

Q. That is a part of the oath you take as a member of Local 1018?

A. It is.

Q. This is the customary sort of oath to be taken by anyone joining any craft union a member of the A. F. of L., isn't it?

A. I can't speak for the A. F. of L. The only thing I know I belong to fraternal organizations and I belong to Local Union 1018 and of my own free will and accord I took upon myself the obligation to this effect and if I chose to do it or break it I don't think I could condemn anyone but my own self. My own conscience would be the one that governed me.

Q. Are you subject to punitive action from the union if you do break your oath?

A. Am I subject to punitive action?

Q. Disciplinary action by the union?

A. I don't think my constitution is closed so far as a court of record and if you desire to look into that possibly it would answer the question better.

Q. All right, sir, will you furnish me a copy of the constitution along with the by-laws?

A. I will.

[fol. 234] Q. You can't answer the question yourself?

A. I can answer it, but possible I might be going against my obligation and I want to keep that in mind at all times.

Q. You mean going against your oath as a member of the union to answer the question I have asked you?

A: Your question refers to a section which says that I will not divulge any of the secrets of the organization, I think is the words, unless empowered to do so and in my case I think I am empowered, but your question was would the local union assess me any punitive damages?

Q. Take any disciplinary action.

A. They will because I have agreed to that of my own free will and accord.

Q. And everyone who joins the union must so agree?

A. You said must, more or less compulsory. We have an obligation and the man that takes it I think he should live up to it.

Q. You must take the oath as a step to becoming a member?

A. No more than you would go before the bar association and have to take an oath that you will uphold the principles of the bar association, which incidentally it is one of the strongest unions in my recollection outside of the medical profession.

[fol. 235] Q. I say you must take the oath as a step to becoming a member?

A. You take an obligation of your own free will.

Q. Will you please answer my question yes or no?

A. I think you are trying to make me answer yes or no for your convenience. I think I have tried to explain the facts to you, but before you become a member of my organization first you will have to qualify as to being a painter, that you are not a member of the Communist or Fascist party, and then you of your own free will and accord take this oath and I don't know of anybody ever holding any sticks over anybody's head to make them take it.

Q. The situation is that you don't have to join, but if you do join, which is a matter up to the individual, then you have to take the oath to become a member. Isn't that the situation?

A. I think you will find that in any organization.

Q. Please answer my question. I am taking your organization and not any other organization and I think the question is quite clear and would like for you to answer it or refuse to answer it.

A. If you can qualify to come into my local union it is left up to your discretion and at any time that you so desire

if a question is asked you that would be embarrassing to you or against your religion or against your thoughts then you [fol. 236] can very quickly answer that, "I am not in accord with that", and you can drop out.

Q. Have you fully answered now?

A. You want me to commit myself to yes or no.

Q. I am asking whether or not you have fully answered the question?

A. To my satisfaction. I thing anybody else could interpret my meaning.

Q. You stated to Mr. Stallard that your only interest is to get union painters on the job, that you are not concerned with the other crafts. Is that correct?

A. I can't recall as to the question or answer as you put it. Are you referring to this job in question?

Q. Yes.

A. Will you let me have the question again?

Q. You stated to Mr. Stallard that your only interest is to get union painters on the job, that you are not concerned with the other crafts. Is that correct?

A. I have no authority to speak for anyone else. I am paid to represent members of Local 1018 and it is my duty or one on my duties to contact various sub-contractors, owners and the general public and try to induce them through legal means to employ my men or employ union men for reasons that I can sit here and talk two hours about.

Q. Your only interest is in the members of your craft [fol. 237] and not other crafts?

A. Primarily. No one else pays me.

Q. You are supposed to be a full-time employee?

A. I am.

Q. Why were you picketing on this job on September 25th if your sole interest is in the painters and if there was a union painting sub-contractor that had the contract and if you are supposed to spend your full time representing your local union?

A. Mr. Moore, you objected to Mr. Stallard asking that same question sometime back.

Q. Will you please answer my question?

A. I will answer you again, that my sole object was to inform the members of my organization, the Richmond

Building Trades Council—members of the Richmond Building Trades Council and the general public that that was not a union job. If I had a sign on my back stating that this was Planters Peanuts sold at this store then that would be the case and it was all a statement of fact. The sign on your door is a statement of fact, that Mr. Moore is a representative of this organization.

Q. The time that was being devoted by you that morning to what you term informing the public and your friends was not being devoted on behalf of the craft that you represent; but on behalf of other crafts?

[fol. 238] A. I don't see how you can figure that. It was a statement of fact and tomorrow I would do the same thing.

Q. Did that statement, however, relate to the painters you represent?

A. It did not.

Q. Then it related to some craft other that the craft that you represent?

A. The job was a non-union job. I don't think Mr. Graham would deny that fact, yet he has alleged certain things here. For the record I would like for you to ask Mr. Graham whether he was a non-union contractor or a union contractor and let any Court pass the decision on Mr. Graham's answer. If he says he was a union contractor, then I will stand on that.

Recross-examination.

By Mr. Stallard:

Q. If a paperhanger goes to work for a non-union paper contractor, would he be working under the terms of the working conditions which you have with other sub-contractors who are union sub-contractors?

A. I would say he would for the reason he would make his own terms. He possibly would get better terms than what my agreement stipulated.

[fol. 239] Q. But he wouldn't be working under the written contract with the unions?

A. I couldn't ask a non-union contractor to give him better terms; I could only ask him to give what the others had agreed to. If this paperhanger in question worked

out a deal where he would benefit better with the non-union contractor than with the union, that would be up to him. I only ask him to live up——

Q. Can a member of your union withdraw at any time?

A. He can.

Q. Do you have members withdraw?

A. I do.

Q. You stated that you were specifically interested in your local union, but you are generally intgrested in other unions, are you not?

A. You term it generally. I like to associate with union men. Does that answer your question?

Q. I don't think it does.

A. Well, repeat the question.

Q. Are you specifically interested in your own union and generally interested in other unions?

A. I am.

Q. Would you go on a strike to help your local union?

A. Go on a strike to help my local union?

Q. If you thought it was justified?

[fol. 240] A. My local union can direct me to go on a strike.

Q. Would you go on a strike to help some other union just generally?

A. I don't know as the word you term strike, you mean stop work?

Q. Yes.

A. I will never cross a picket line if a legal picket line is established; I will never cross that.

Q. Would you call out your men to help some other craft?

A. Mr. Stallard, I have no power—I think you all interpret local unions as sort of a god or law or something. Each man uses his own prerogative and God knows I am glad it is that way because no man could tell me to do nothing. He might tell me to strike you for some reason, if you beat your wife this morning. No one can come up and just tell me to go down and hit Mr. Stallard on the side of his head because he beat his wife. A man would have to do his own thinking and I have no power; it is not entrusted to me to tell people what to do.

And further this deponent saith not.

[fol. 241] OFFICES OF TUCKER, MAYS, CABELL & MOORE
State Planters Bank Building, Richmond, Virginia

March 29, 1951.

Met pursuant to adjournment.
Present: Same counsel as heretofore noted.

LUDWIG C. JEPSEN, called on behalf of the complainants, being first duly sworn, deposed as follows:

Direct examination.

By Mr. Moore:

Q. You are Ludwig C. Jepsen?
A. Yes.
Q. State your age and residence.
A. 64, Route 6, Richmond.
Q. You have been in the construction business for a long time, haven't you?
A. Since I was fourteen.
Q. That makes about fifty years' experience?
A. Yes.
Q. How long have you worked around Richmond in the construction business?
[fol. 242] A. The first job that I done in Richmond was in 1920, the addition to Broad Street Church.
Q. So you have been in this area for over thirty years?
A. I have been in and out.
Q. What is your particular job in construction?
A. Superintendent or carpenter foreman; started out as carpenter foreman.
Q. And now superintendent?
A. Yes, sir.
Q. You worked for Graham Brothers, Richmond contractors, who are the complainants in this case?
A. Yes, sir.
Q. Did you work for them at the George Washington Carver School?
A. Yes.

Q. As superintendent of that job up there?
A. Yes.
Q. When did you start working on that job?
A. Well, I don't know exactly.
Q. When the job commenced?
A. I started—I don't know exactly when I started. I left there about the first week in August, I believe.
Q. The first week in August, 1950?
A. Yes.

[fol. 243] Q. But you had been there most of the time since the job started?
A. Yes; approximately three months.
Q. And naturally, as superintendent on that job, you were in charge of it during the month of July, 1950?
A. Yes.
Q. Do you recall whether or not on July 27th any agents of any unions came to the site of the job?
A. Yes.
Q. Who were the persons who came there?
A. I only knew two gentlemen by name. They are Rustad, the agent for the carpenters, I have known him for quite a while, and Jack Wright, steelworkers business agent.
Q. Were there some other business agents present?
A. Yes, there were two or three there. I got introduced to all of them, but I didn't pay much attention to the names because the carpenters and the ironworkers were the only ones that we were interested in at that time; they was the only ones there was any work there for.
Q. Do you know Mr. J. F. Joinville?
A. Yes.
Q. Did you see him?
A. I thought I had seen him drive away, but I wasn't sure. A big man in a car drove away just as I came up; I didn't talk to him, didn't see him personally.

[fol. 244] Q. Where was this car when you saw it?
A. It was going away from the job down the side street in front of the school.
Q. Right in front of where the work was going on?
A. Yes, right where the business agents were standing, and Joinville being a good sized man and I saw all the building trades agents there naturally I thought it was him, but I couldn't swear to that.

Q. But you think it was him in the car?

A. I made up my mind at that time it was him.

Q. There was definitely Rustad and Wright you s there and several other business agents?

A. Yes, sir, they were there and several others.

Q. Where were they? Were they on the site of the j itself?

A. No, they was on the sidewalk.

Q. All standing on the sidewalk?

A. Yes, right between the office and the job.

Q. Did you go over and talk to them?

A. I did because I had two carpenters to go to work th morning and they wouldn't go to work until the busine agent come up there. So that is the reason I went up t see them.

Q. The carpenters wouldn't go to work?

A. No, they said the business agent would be coming u [fol. 245] and to talk to him first.

Q. They wouldn't work at all that morning?

A. We had just hired them. They said, "Wait unti Rustad comes up."

Q. Did you join this group of business agents?

A. I talked to Rustad and he told the carpenters—one o the carpenters to go to work; the other one had left in th meantime.

Q. What was the topic of conversation among the grou of business agents when you went and talked to them?

A. They were talking between each other and naturally I didn't pay a great deal of attention to them, but they was going to put the picket line on.

Q. They were talking about putting a picket line on that project?

A. Yes.

Q. When was that picket line to be? Did you find out?

A. They told me the first of the week, possibly Monday.

Q. What else was said with reference to the picket line? Was there any further discussion about it?

A. Not so far—I didn't enter into any of that; that was between them and I wasn't in it.

Q. Were they discussing whether they should have a [fol. 246] picket line or not?

A. Yes, Rustad told the carpenter to go to work until the picket line did appear because there was nothing to indicate there would be a picket line at that time. I asked what the picket line was for and I was advised that the picket line was for union men so they could see there was no union contractors on the job.

Q. Did these agents indicate at that time——

Mr. Stallard: Counsel for respondents at this time objects to this line of testimony unless the witness will identify who the agents are and who made the statements, if any statements were made.

By Mr. Moore:

Q. Was Jack Wright, agent for the steelworkers' union, there?

A. Yes.

Q. Was Mr. Rustad, agent for the carpenters, there?

A. Yes.

Q. Was G. P. Johnson, agent for the painters, there?

A. The painters' business agent was there and I was introduced to him, but being nearly a year ago and I haven't seen him since I don't remember the name.

Q. You don't remember?

A. No, sir. That is a year ago and when you see a man [fol. 247] once it is impossible to remember him.

Q. You are sure of the painters' agent being there?

A. The painters' agent was there, but who he was I don't remember.

Q. Was Henry Cochran, agent for the engineers, there?

A. Yes. I don't know Cochran, but the engineers' agent was there.

Q. Was W. E. Long, the agent for common labor, there?

A. It was a business agent there introduced himself as business agent for the laborers.

Q. Do you know whether his name was W. E. Long?

A. No, because I didn't know there was a labor union in Richmond then.

Q. Were there one or two carpenters' agents present?

A. There were two.

Q. One of them was Rustad. Do you know if the other was named James?

A. Yes, it was James because I got to know him afterwards; I didn't know him then.

Q. The whole group was talking about a picket line among themselves, you say?

A. They were talking—all of us was talking except Rustad; he was getting the carpenters there.

Q. Rustad is the man that told you there would be a picket line?

[fol. 248] A. He was the one that said they were talking about a picket line.

Q. On Monday?

A. Yes, but up until that picket line appeared the carpenters could go to work.

Q. You were informed, you testified, that the reason for the picket line was that it was non-union labor on the job?

A. Non-union sub-contractors.

Q. Non-union subcontractors on the job?

A. Yes.

Q. What sub-contractors did they refer to?

A. I don't know because they asked me for the list of sub-contractors and I didn't have it. So I referred them down to Mr. Graham's office.

Q. What non-union labor was working on the job, if any, at that time?

A. It wasn't anybody but the man on the plumbing work, so the plumber must have been a non-union man.

Q. Do you know who that plumber worked for?

A. No, I don't.

Q. Or who had the plumbing sub-contract?

A. I don't know.

Q. Was there any mention of plumbing?

A. No; just mentioned non-union sub-contractors.

[fol. 249] Q. Just non-union sub-contractors in general?

A. Yes, sir.

Q. And said it would be a picket line because non-union subs were working on that job?

A. Yes, but I advised the union men not to come in and apply for the job.

Q. Was that while these business agents were there?

A. That is what they were talking about; the first of it I got.

Q. So the union men wouldn't come and apply for a job?

A. Yes.

Q. Was anything said about the common labor on the job?

A. Yes, the man said he had quite a number of common labor and I referred him down to Mr. Graham to make the agreement with him.

Q. Was he the business agent for common labor?

A. That is what he said.

Q. Now, were all the business agents in favor of having this picket line?

A. I don't know because I was confining my talk to Mr. Rustad; I was interested in the carpenters and the others was talking about themselves; just some few words I caught of it.

[fol. 250] Q. What did you catch of the discussion between them?

A. The picket line was more for advertising purposes and I asked Mr. Rustad if that affected the carpenters because they don't belong to the Building Trades. He said nevertheless he couldn't cross the picket line or wouldn't cross the picket line.

Q. Was Rustad opposing the picket line?

A. No, he wasn't opposing it, but he said if they appeared the carpenters couldn't cross it.

Q. He said if they put the picket line up there on Monday the carpenters wouldn't cross the picket line?

A. Yes, sir.

Mr. Stallard: Counsel for the respondents objects to this line of testimony on the ground Mr. Rustad was not a party to this suit and anything stated between the superintendent and Rustad is hearsay, and moves that all of the testimony of the witness given concerning the statements made by Mr. Rustad be stricken from the record on the ground it is hearsay.

By Mr. Moore:

Q. I believe you testified Mr. Henry Cochran, one of the defendants in this case, was present?

A. I didn't testify Mr. Cochran; I testified the business

agent for the engineers. He asked me who was doing the [fol. 251] excavating and I told him and he left.

Q. Was W. H. Turner there, business agent for the plasterers and cement finishers?

A. I don't remember because I wasn't interested in anything except the carpenters and the ironworkers. I got introduced to all of them, but only seen them once a year ago.

Mr. Moore: At this point counsel for the complainants in response to the objection to this line of testimony wishes to point out that several of the defendants in this case have admitted that they were present at the time and during the conversation that this witness is testifying about, and that the Council of which all of these business agents and their local unions are affiliated with, is a party defendant to this case.

Q. Now, as I understand your testimony, Rustad stated that although the carpenters did not belong to the Building Trades Council, that if there were a picket line put up on Monday, which was planned, that the carpenters would honor that picket line and would not work, is that right?

A. Correct.

Q. And the gist of the complaint from this group was that there were non-union sub-contractors on the job and [fol. 252] non-union labor working on it?

A. Yes.

Q. Now, did you see Mr. O. J. Graham that day?

A. Yes, a couple of hours later Mr. Graham come around and I told him what it was because I didn't have any thought to hire union laborers. I didn't know what the sub-contracts were and it was impossible for me to give the business agents any information.

Q. You advised him of what had taken place there?

A. Yes, sir.

Q. And what you had been informed by them?

A. Yes.

Cross-examination.

By Mr. Stallard:

Q. Mr. Jepsen, do you know Mr. Louis Rustad very well?
A. I have been knowing him about eight years.
Q. Have you been associated with him pretty closely?
A. No, sir.
Q. Would you say he is a man of the highest integrity; that is, you could believe him if he made a statement?
A. I always found him so.
Q. You didn't talk with anybody but Mr. Rustad?
A. I talked to Jack Wright, but Jack didn't have any-
[fol. 253] thing to say much.
Q. Did anybody request you to lay off the non-union labor on the project?
A. No.
Q. Did you hear anybody in the group say they wanted the non-union labor laid off?
A. No.
Q. Is it anything unusual by a group of business agents coming on a project in the interest and behalf of the union contractors in their territorial jurisdiction?
A. I have seen one or two at a time, but I never seen such a big bunch of them at one time. That is why I went up there. Meetings are generally held in the contractor's office or down at the union hall.
Q. You have testified that Mr. Rustad said something that there would be a picket line?
A. Yes, he understood that there would be a picket line and if there was the carpenters would honor it.
Q. Did you have any idea why he made that statement?
A. Because I asked him if the carpenters that was there could work until the picket line was established and he said yes. One of the carpenters left, the other one went to work.
Q. Now, the carpenters worked the following day, did they not?
[fol. 254] A. Yes, they worked as long as I was there.
Q. When did you leave?
A. So far as I remember, the first week in August.
Q. Have you been back by the project since then?
A. No.

Q. Whom are you working for now?
A. Nobody; home on the farm.
Q. Do you know Mr. James?
A. He was introduced as carpenters' business agent. I didn't know him then, but I seen him and talked to him since two or three times.
Q. You can't identify any business representative that talked about the picket line at all?
A. No, because they were talking between each other and I couldn't very well butt in there. I referred them to the office because I didn't know anything about it.
Q. Mr. Rustad certainly wasn't going to put any picket line on there?
A. No.
Q. And you can't identify any superintendent—I mean any other business representative?

Mr. Moore: He has already identified two of them—three.

Q. (continuing) —as having made a statement they were going to put the picket line on?
[fol. 255] A. No, I couldn't say that because I only met them once and that is nearly a year ago.
Q. Do you know Mr. Johnson here?
A. No. I have seen the man, but I don't know his name.
Q. He is business representative of the painters and a party defendant to the suit. Do you think he was there?
A. I couldn't say. It is too long ago for that.
Q. You are positive nobody made any demands upon you whatsoever about firing any non-union labor?
A. Absolutely.
Q. How many men were on the job that day?
A. I don't know that either. There was some laborers. Most of them belonged to the excavating contractor.
Q. Now, he was a union man, wasn't he?
A. Yes.
Q. And it was one or two carpenters there?
A. No, not until I got Rustad to get them to work, and I only got one of them; the other one left.
Q. Do you know why he left?
A. No. I didn't even know the man.
Q. The carpenters were union people?
A. Yes.

[fol. 256] Redirect examination.

By Mr. Moore:

Q. From your conversation with the group of business agents who were there were you informed it was the idea of the other business agents to have the picket line or Mr. Rustad's idea?

Mr. Stallard: Counsel for the respondents objects to this question on the ground it is leading and this witness cannot be cross examined because the complainants have put him on the stand and vouched for his statements.

Mr. Moore: Go ahead and answer the question.

A. Mr. Rustad told me there would possibly be a picket line there and if it was the carpenters could work there until the picket line was established, but who demanded the picket line I don't know.

Q. Do you know whether or not the carpenters' union belonged to the Richmond Building Trades Council?

A. I know they didn't then because I have got two sons that belong to the carpenters' union.

Q. Did you have any conversation with Mr. Rustad about that fact, that the carpenters' union didn't belong to the Council?

A. Yes.

Q. What was it?

[fol. 257] A. I told him I didn't see the picket line would bother if it was the Building Trades picket line, I didn't see that would bother the carpenters. He said they would still honor the picket line if they come up.

Q. Were you informed it was to be a Building Trades picket line?

A. No, but that was the only ones it could be because all the rest of them belonged to the Building Trades.

Q. All the rest of the business agents belonged to the Building Trades Council?

A. Yes, sir. So they were the only ones that could.

Recross-examination.

By Mr. Stallard:

Q. Now, your conversation with Mr. Rustad was on July 27, 1950?

A. Yes.

Q. Were you the only superintendent on the job at that time?

A. Yes.

Q. Now, could you testify here whether in your opinion any statement made by Mr. Rustad to you or any statement made by you to Mr. Rustad could have been heard by the other men present?

A. That would be hard to say because they were all [fol. 258] right close together; I got some of what the other fellows were talking about and assumed more or less they got some of what I talked about.

Q. I understood you heard them talking among themselves, but didn't hear all the conversation?

A. No, I didn't hear all of it; I heard some of it.

Q. Could you testify they could hear all of your conversation?

A. No.

Q. You wouldn't testify to that?

A. No, I couldn't because sometimes two or three were talking at one time.

Q. How many feet apart were they standing around, would you say?

A. I would say all of them would get in that offset (indicating).

Q. Would you give an estimated number of feet?

A. About sixty or seventy feet.

Q. Sixty or seventy feet?

A. Yes.

Q. And they were talking among themselves?

A. Yes.

Q. Now, you didn't know whether Mr. Turner, who was business agent for the plasterers, was present or not?

A. No, I don't; not for sure.

[fol. 259] Q. Did you know that Mr. Graham, the general

contractor, had secured or was trying to secure union plasterers to do the plastering work on the job?

A. No.

Q. Did you know Mr. Henry Cochran, who was present and representing the engineers' sub-contractor, who was a union man, had gotten the excavation work?

A. I know Mr. Bowles done the excavation work, and when I told the business agent for the engineers that, he left.

Q. Now, the carpenters were union on the job, were they not?

A. Yes.

Q. Just who was present there that would be interested in putting a picket line there if all the business agents' sub-contractors had gotten the sub-contract work to do?

A. I didn't know who the sub-contractors was, so I didn't know if he was a union man or non-union man or what. I didn't have no list of sub-contractors and I didn't have the slightest idea.

Q. Did the business agents know who had gotten the sub-contracts?

A. I didn't ask them. I asked them to go down to the office and get the list of sub-contractors.

[fol. 260] Q. Didn't they ask you?

A. Yes, but I didn't know; I didn't have no list.

Q. Who asked you?

A. That is something I can't tell you because that is something I don't remember. I didn't have the list and I told them to go to the office and I forgot about it.

Q. If these men didn't know who the sub-contractors were, what would have been their purpose in wanting to put a picket line around the job where, perhaps their sub-contractors had the contract?

A. That is what I didn't know, but I didn't have the list of sub-contractors. I didn't know if they were union or non-union; the only thing I hired there was the carpenters and the ironworkers and a few common laborers.

Q. Were the ironworkers union?

A. Yes, while I was there.

Q. And the carpenters were union?

A. Yes; the laborers weren't.

Q. The laborers weren't?

A. No.

Q. Did you hear Mr. Long demand any union man he put on the job?

A. No. I told him he would have to go down and make an agreement with Mr. Graham himself.

Q. Did he make any demand on you——

[fol. 261] A. Not a bit.

Q. —to put union men on the job?

A. No. He just stated he had a union here and I asked when that was started because I didn't know there was a labor union here.

Q. Now you are positive nobody asked you to take off those non-union laborers at all?

A. Absolutely.

Q. And they were the only non-union men on the job?

A. That was working under me. There were some plumbers there digging and putting in pipes; if they were union or not, I don't know.

Q. You didn't see Mr. Joinville that day to talk with him?

A. No.

Q. And you are not positive he was even near the job.

A. I thought it was him that drove away, but that is something—it was merely guesswork. He is a great big fellow and it looked like him to me when he drove away.

Q. If Mr. Rustad and Mr. James testified and Mr. Joinville testified and Mr. Cochran testified and Mr. Turner testified that Mr. Joinville wasn't present on the job, that he didn't join the group to go down there, would you deny that?

[fol. 262] A. He didn't go on the job and he was in the car, if it was him that I seen.

And further this deponent saith not.

E. W. Brooks, a witness called on behalf of the complainants, being first duly sworn, deposed as follows:

Direct examination.

By Mr. Moore:

Q. Will you state your full name, age and residence?
A. E. W. Brooks; 38; live at 3802 Maury Street.
Q. Mr. Brooks, you worked as superintendent for Graham Brothers on the George Washington Carver School site in 1950?
A. Part of 1950, yes, sir.
Q. During what part of 1950 were you there?
A. From August 21st to the end of the year.
Q. And you were superintendent in charge of that construction project during that period?
A. Yes, sir.
Q. You were there on Monday, September 25, 1950?
A. Yes, sir.
Q. What was the status of the job at that time? In other words, what work had been going on at the end of the previous week and supposed to be going on Monday, Sep-
[fol. 263] tember 25th?
A. Well, at the time we were erecting forms, excavating for footings, erecting reinforced steel, pouring concrete, finishing walls.
Q. What workmen were working on the job at that time and doing that work you have referred to?
A. We had common laborers, carpenters, reinforcing ironworkers, cement finishers.
Q. You said ironworkers?
A. Yes, sir.
Q. They were all working for the general contractor?
A. Yes.
Q. What workmen were working for subs on the job at that time?
A. Plumbers.
Q. Whose plumbers were they?
A. Talley's.
Q. T. A. Talley & Sons?
A. That is right.

Q. Now had all of those men been working during the previous week?

A. Yes.

Q. And all of them supposed to continue work on Monday morning?

A. That is right, sir.

[fol. 264] Q. Did they work on Monday morning?

A. The ironworkers didn't work; the carpenters came in and worked an hour.

Q. What was the reason they didn't work?

A. Well, about eight o'clock the job was picketed.

Q. Exactly what was the nature of this picketing?

A. Well, the different business agents for different trades come up with signs on their backs and paraded up and down the street in front of the job.

Q. In front of the job?

A. Yes.

Q. Do you mean on the south side or the north side?

A. The north side of Leigh Street, which would be the south of the job.

Q. Which would be south of the present schoolhouse?

A. Yes, sir.

Q. And this job was an addition which was on the rear or southern side of the old schoolhouse that was already there?

A. That is right.

Q. Do you know what business agents were engaged in this picketing?

A. I know Jack Joinville, who represents the steamfitters and plumbers; this gentleman over here (indicating Mr. Johnson) was there, I think he represented the painters [fol. 265] at the time.

Q. Do you know his name?

A. No, sir, I don't know his name; and Jack Wright, who was business agent for the ironworkers.

Q. Did the picketing continue all day?

A. It continued all day and until about noon of the next day.

Q. Do you recall what the signs said that the pickets were carrying?

A. No, I don't.

Q. Now how many rodmen did you have working on that job?

A. We had two at that time.

Q. Do you remember their names?

A. One of them was—the foreman was named Stratton.

Q. And there was another rodman?

A. Yes, sir, but I can't recall his name, but we called him Skully; that was a nickname.

Q. Did the rodmen start working on Monday?

A. No, sir.

Q. Did you have any information that the rodmen wouldn't work on Monday?

A. Yes, sir.

Q. When did you obtain that information?

A. On Saturday.

[fol. 266] Q. What was the information which you obtained?

A. On Saturday previous to this Monday Stratton, who was the foreman, came by the job——

Q. You can't testify to what was told you. I simply asked you what information was known to you before the picketing started on Monday.

A. Well, this was information that was known about it.

Q. What was the information?

A. Stratton was the foreman and he came by Saturday and told me he couldn't be there Monday.

Mr. Stallard: Counsel for the respondents objects to this on the ground it is hearsay.

By Mr. Moore:

Q. What information was given to you?

A. He told me he couldn't be at work Monday because the job was to be picketed, but if it wasn't picketed he would be there.

Q. Did he state why he wouldn't be at work on Monday?

A. Because the job was to be picketed.

Q. Did this foreman rodman belong to the union?

A. Yes, sir.

Q. Is that union a member of the Richmond Building Trades Council?

A. Yes, sir.

Q. So you know that information had been given to your [fol. 267] rodmen by Saturday before the Monday that the picketing started that there was to be picketing?

A. Yes, sir.

Q. Now did either one of those rodmen come to the job on Monday?

A. The one whose name I don't know came up and got his tools and clothes.

Q. Did the foreman rodman come there on Monday at all?

A. No, I didn't see him.

Q. Now the three carpenters you testified were working on the job—did they start to work on Monday morning?

A. Yes, they started to work.

Q. How long did they work?

A. About an hour.

Q. And then they stopped working?

A. Yes, they stopped working.

Q. That was after the picket line had started?

A. That is right.

Q. Did those carpenters belong to the union?

A. Yes, sir.

Q. You testified that a plumber and a plumber's helper were working on the job. Did they continue to work after the picketing started?

[fol. 268] A. The plumber continued but the helper left.

Q. Do you know whether the plumber belonged to the union?

A. The plumber didn't, no, sir.

Q. How about the plumber's helper?

A. The plumber's helper belonged to the printers' union, I think; he was working on this job as a plumber's helper, not as a printer.

Q. What was the effect on the progress of the job of the rodmen not showing up for work and the carpenters' quitting work and the plumbers' helper pulling off?

A. Well, it shut the job down except for miscellaneous labor work which we could do, cleaning up nails and such as that.

Q. But the work you said was going on in placing forms, reinforcing steel, excavating for footings and installing plumbing and finishing walls, could any of that be continued under the circumstances?

A. No, sir, except for the excavation; we could do that.

Q. Could you make real progress on the excavation without the rodmen?

A. We couldn't make any at all because we were afraid to open the ground and let it stay there without putting concrete in it.

[fol. 269] Q. The concrete would involve the use of steel?

A. Yes.

Q. Which the rodmen handled?

A. That is right.

Q. Did you have any information prior to Saturday, September 23rd, that there might be picketing on the job?

A. Yes, I did.

Q. From whom did you secure that information?

A. From Leo Battles, who prior to my going there was the rod foreman.

Q. He belonged to the rodmen's union?

A. Yes, sir.

Q. Under what circumstances did he give you information that there would be picketing on the job?

A. Sunday, August 20th, I think it was, I saw Battles on Broad Street and I knew he was working on the job and stopped and talked to him and he told me——

Mr. Stallard: Counsel for the respondents objects to this on the ground it is hearsay if he told him anything.

By Mr. Moore:

Q. Leave out what he told you and tell the circumstances under which you got the information.

A. Well, during the conversation Sunday morning August 20th——

[fol. 270] Q. And where was this?

A. On Broad Street at Laurel and Broad.

Q. Was that before you went to work there?

A. Yes, that was before I went to work.

Q. Did he know you were going to work on the job?

A. He knew it after I had talked to him a while.

Q. And was it after that that you got the information?

A. It was after that that I got the information.

Q. Battles was the rodman foreman on the job and was Stratton the man that took his place later?

A. That is right. Before we had Stratton we had another foreman; Stratton took the other foreman's place.

Q. You had one in between?

A. Yes.

Q. How long did the picketing continue?

A. Until about noon of the following Tuesday.

Q. Started on Monday morning and ended Tuesday?

A. Yes, Monday morning until noon of the following Tuesday.

Q. Did the carpenters after the picketing stopped come back to work?

A. Yes, sir, they did.

Q. Do you remember when they came back? Was it towards the end of the week?

A. I think it was on the Friday of the same week.

[fol. 271] Q. Did the plumbers' helper return to work?

A. Yes, sir.

Q. Did the rodmen return to work?

A. No, sir.

Q. Did you make any effort after the picketing had stopped to get the rodmen to come back to work?

A. I did.

Q. Whom did you contact in that effort?

A. Jack Wright, who was the business agent for the ironworkers.

Q. Were you successful in getting them to come back?

A. No, I wasn't.

Q. Did Mr. Wright inform you whose decision it would be whether or not the rodmen came back to work?

A. He did.

Q. Whose decision were you informed it would have to be?

Mr. Stallard: Counsel for the respondents objects to this on the ground that Mr. Wright is not a party defendant to this suit at all and any statement made by him would not be binding on the parties defendant.

Mr. Moore: Go ahead and answer the question.

A. That he would have to get permission from Jack [fol. 272] Joinville, who was business agent for the steamfitters.

Mr. Stallard: Counsel for the respondents objects to this on the further ground it is hearsay.

By Mr. Moore:

Q. Mr. Joinville is president of the Richmond Building Trades Council, is he not?

A. He was at that time; I don't know if he is now or not.

Q. The information you got was that the rodmen couldn't come back to work until it cleared with Joinville?

A. They could come back to work, but he wouldn't let them come back until he cleared with Joinville.

Q. Until he cleared with Joinville?

A. That is right.

Q. And the fact is they never came back?

A. They never came back.

Q. So that the rodmen had to be secured from some other source?

A. Yes, sir.

Q. And until you did secure those rodmen the job could make no progress?

A. No progress at all.

Q. Do you know when you secured other rodmen?

A. I think it was the following week.

[fol. 273] Q. Did you have a cement worker on the job?

A. Yes.

Q. What was his name?

A. At that time?

Q. Yes.

A. Ingroff.

Q. Do you know whether or not he belonged to the union?

A. No, he didn't.

Q. Was there another cement worker on the job?

A. Prior to that we had had another one.

Q. What was his name?

A. Hughes.

Q. How long did he work there?

A. Two or three days, I think.

Q. Do you know why he stopped working?

A. He stopped because Ingroff, the other finisher, was not a union man.

A. That was the reason he stopped working?
A. Yes.
Q. Was the picketing done by all of these people together or was it one by one or how was it done?
A. Sometimes it would be two there, but most of it was one man at a time. I think they stayed about two hours and somebody else took over for a couple of hours.
Q. After you had secured other rodmen to do this work [fol. 274] did you hear anything further from your request that the rodmen who had been working when the picketing started come back to work?
A. Yes, I did.
Q. What information did you get about them?
A. Jack Wright, who was the business agent for the ironworkers, came to the job with Battles, who had prior to my time been foreman there, and wanted me to put him to work and I asked him why he wanted to put him to work then——

Mr. Stallard: Counsel for the respondents objects to this line of testimony on the ground it is hearsay; Wright is not a party defendant.

By Mr. Moore:

Q. Mr. Wright asked you to put the man back to work?
A. Yes, sir.

Cross-examination.

By Mr. Stallard:

Q. Mr. Brooks, how many laborers were working on the job on September 25, 1950?
A. I would say six; that may be one or two one way or the other.
Q. They didn't quit the job when the pickets came there, did they?
A. No, sir.
[fol. 275] Q. Now the carpenters—how many carpenters did you have?
A. Three.
Q. They did stop?

A. They stopped off—worked about an hour and then stopped.

Q. Now the ironworkers—you had two?

A. Yes.

Q. One didn't come in and the other came and got his tools?

A. That is right.

Q. So they didn't stop working because they just weren't on the job?

A. They didn't stop.

Q. Now, Mr. Talley, the plumbing contractor, who was a non-union contractor, had two men on the job?

A. Yes, sir, Mr. Talley had two men on the job.

Q. They consisted of a plumber and a helper?

A. That is right.

Q. The helper did leave?

A. That is right.

Q. Did you call Mr. Talley to send another helper down to the job right away?

A. No, sir.

Q. Why didn't you do that?

[fol. 276] A. I had no reason to.

Q. Weren't you interested in continuing the job?

A. That is right, but my contacts with Talley was through his foreman, who was his representative at the job.

Q. Did you ask the foreman to secure another helper?

A. Which he did, yes, sir.

Q. Did he do it that day?

A. I don't recall whether he did it or not that day.

Q. Mr. Talley has been on the job since the picketing, hasn't he, with a large force of men?

A. Yes, sir.

Q. How many men has he had working there, helpers?

A. I don't know; I couldn't say.

Q. You have testified here that three carpenters walked off and one ironworker walked off—two ironworkers didn't come in and one helper of plumbers walked off, is that right?

A. That is right.

Q. Are they all the men that left the job?

A. That is right.

Q. You only had working in the neighborhood of about ten men?

A. About twelve.

Q. On the whole project?

A. That was for the general contractor. Then the [fol. 277] plumber had two men.

Q. You mean that fourteen people were on the job?

A. At that particular time, yes.

Q. It was only fourteen people on the whole job?

A. That is right.

Q. Now are there more non-union sub-contractors in Richmond than there are union contractors?

A. I am not in position to say.

Q. Are you a union man or non-union man?

A. I don't have to be.

Q. Do you happen to belong to any union?

A. No, I don't.

Q. Have you replaced the ironworkers with union or non-union men?

A. I am no longer with Graham; I don't know what he has done.

Q. You testified that non-union men came in in a few days.

A. No, I didn't testify non-union men came in; I testified we replaced the men about a week's time later.

Q. That is, the ironworkers?

A. Yes.

Q. They were non-union men, were they?

A. They were union men.

Q. They were union men?

[fol. 278] A. I am not sure of that. That is the understanding I had from the men.

Q. How many men did you get? Were there just two of them?

A. No, we got whatever we needed; sometimes three, sometimes four and sometimes five.

Q. Now it has been alleged that the job was at a stand still and you are not in a position to say whether you could secure a non-union plumbers' helper or whether you could secure non-union carpenters in a matter of hours?

A. Yes, I am in position to say we couldn't do it within an hour.

Q. I say hours. Could you do it in twenty-four hours?

A. No, sir, I don't think so.

Q. Could you do it in thirty-six hours?

A. Personally, I couldn't leave here now and in thirty-six hours do it.

Q. I am talking about that particular time.

A. No, sir, not at that particular time.

Q. How long do you think it would take you to get non-union men to replace the three carpenters and the two ironworkers and the one helper of the plumber?

A. I have no idea because I have never been in that position.

[fol. 279] Q. You were superintendent on the job?

A. That is right.

Q. You have some working knowledge of labor or artisans here in this community, do you not?

A. As far as the unions are concerned and we were using union men, yes.

Q. But you don't have any idea of the non-union men?

A. No.

Q. Do you think this job depended on these particular carpenters and this particular helper as far as the plumbers is concerned?

A. Not as far as the plumber is concerned, but as far as the carpenters and the ironworkers are concerned, I do.

Q. Although you don't know whether the ironworkers are union or non-union?

A. Yes, they were union.

Q. Now I am talking about subsequently you got some ironworkers to work. You don't know whether those men were union or non-union?

A. I understood from them they were union; I don't know.

Q. But you don't know that?

A. But it took us a week to get them.

Q. You don't know whether it took a week or not, do [fol. 280] you?

A. I was there, I should know.

Q. You don't know whether they could have been secured within a period of forty-eight hours, do you?

A. I am sure they couldn't.

Q. You never heard Mr. Graham say he couldn't get non-union carpenters, did you, or non-union rodmen?

A. No, I never head Mr. Graham say that.

Q. So you don't know whether the delay was on account of the injunction proceeding or not?

A. Yes, I do know it was.

Q. Then you think perhaps Mr. Graham was getting or planning to get the same men back to work if he could get an injunction?

A. I don't know what Mr. Graham's plans were.

Q. The carpenters came back didn't they?

A. They did.

Q. Now, where is this project located?

A. At Hancock and Leigh Streets.

Q. In Richmond?

A. Yes.

Q. How many sides does the building have?

A. Four.

Q. The pickets were only on one side of the building?

A. On the only side that faces the street.

[fol. 281] Q. What street is that?

A. Leigh Street.

Q. On the other three sides what do those sides face?

A. Well, on the west side it is about 10 feet from a row of brick houses and on the east side it is probably a 30 foot space where old houses were torn down and on the north side it faces the present Carver School.

Q. Are there any entrances to those three sides of the building?

A. I don't understand what you mean.

Q. Are there any entrances to the ground from those three sides? Could people come in on those three sides; workmen, I am talking about?

A. Yes, they could come in.

Q. Then if the workmen hadn't wanted to cross the picket line they could have gone around to the other side of the building, couldn't they?

A. I don't know what is considered a picket line. I mean

I don't know whether it is where the men are working or all around the job.

Q. Have you ever seen a picket line thrown completely around the building; that is, the picket would walk completely around the building?

A. I don't recall ever paying that much attention to [fol. 282] one.

Q. Could the picket in the instant case have walked around this building project?

A. No, sir.

Q. He couldn't have?

A. No, sir.

Q. What would have prevented him walking around?

A. Well, one thing, the new structure is tied into the old structure; he couldn't get through there.

Q. Could the picket have walked on the four sides, but not completely around?

A. I doubt if he could have walked on the west side; it was pretty well dug up with open ditches; the north side had quite a few ditches in it, the ground was open, the excavated holes.

Q. Certain streets run along there close, don't they?

A. No, no streets were any closer than I would say 200 feet and in between the streets and the present job there were houses, except for Leigh Street.

Q. People entering the building from other sides, could go from the street across the vacant lot into the building project, couldn't they.

A. Yes, they could come from other streets into it.

Q. But the picket line did not extend other than on one street, is that correct?

[fol. 283] A. That is right.

Q. How far would you say was the distance that the men walked, I mean the pickets?

A. I would say 500 feet.

Q. They would walk a distance from a point 500 feet and then return to the same point?

A. That is right.

Q. Did any of the pickets make demands upon you?

A. No, I never spoke to any of them or they to me.

Q. Perfectly peaceful picketing?

A. As far as I saw.

Q. Do you recall what the signs said?

A. No, I don't.

Q. You stated you had a conversation with a Mr. Winfrum or was it Battles?

A. I had a conversation with Battles; I don't know any Winfrum.

Q. Who was the ironworkers' business agent?

A. At that time?

Q. Yes.

A. Jack Wright.

Q. You had a conversation with Mr. Jack Wright concerning the ironworkers?

A. Yes, sir.

Q. Was Mr. Joinville present when that conversation [fol. 284] took place?

A. No, sir.

Q. I believe you stated the men could have come back to work, meaning the ironworkers, but Mr. Wright said he would have to take the matter up with Mr. Joinville?

A. So Mr. Wright told me.

Q. You don't know whether Mr. Wright ever took the matter up with Mr. Joinville, do you?

A. No, I don't.

Q. Now as I understand it, the carpenters came back to work about Friday?

A. I think it was Friday of the same week.

Q. The picketing stopped on Tuesday?

A. That is right.

Q. Do you know why the carpenters stayed out from Tuesday to Friday?

A. No, I don't, unless they were working on another job. I don't know the reason.

Q. You stated that the cement workers wouldn't work with another cement worker because one of them was union and one non-union?

A. The cement worker that was union went to see his business agent, said he would have to see him before he would work.

Q. That had nothing to do with the picket line, did it?

[fol. 285] A. No, that was prior to that.

Y. Are you working on the project now?
A. No, sir.
Q. Do you know about what time the picket started on the project on Monday?
A. I think it was about eight o'clock.
Q. About eight o'clock?
A. Yes.
Q. Do you know what time the rodman came for his tools?
A. No, I don't.
Q. Do you know of your own knowledge why he got his tools and left?
A. Because of the picket, yes.
Q. Did he tell you that?
A. Yes, sir; I talked to the man.
Q. I believe you had a conversation with Mr. Wright who wanted you to put Mr. Battles back to work, you stated?
A. Yes, sir.
Q. Why didn't you put Mr. Battles back to work?
A. I didn't need any ironworkers at the time.
Q. How many ironworkers did you have at that time?
A. None.
Q. You just didn't need him. Now, about when was that, taking the date of September 25, 1950?
[fol. 286] A. I couldn't say within three weeks.
Q. Couldn't say within three weeks. Do you know how many ironworkers you had had on the job from September 25th to the time you had the conversation with Mr. Wright about Mr. Battles coming to work?
A. We had three or four ironworkers as they were needed, sometimes five—I think at one time.
Q. You say you don't know whether they have non-union ironworkers in Richmond?
A. I have never heard of one.
Q. How long have you lived here?
A. About thirty-six years.
Q. And you never heard of a non-union ironworker in Richmond. You, of course, knew there were non-union plumbers and helpers?
A. That is right.
Q. You also knew there were non-union carpenters?
A. I have never had contact with one.

Q. Have you been superintendent on jobs very often?

A. Probably half a dozen jobs.

Q. Half a dozen jobs in Richmond. Have you been in the building trades for sometime?

A. I beg your pardon?

Q. Have you been connected with the building trades here in Richmond for sometime?

[fol. 287] A. You mean as far as employment of men?

Q. Yes.

A. Oh, I would say about four years.

Q. What did you do before that?

A. I was in the Army.

Q. What did you do before you went in the Army.

A. I was at Yorktown on construction there for about three years prior to that.

Q. What was the nature of your work there?

A. I was general field superintendent and field engineer.

Q. What work have you ever done on a project as far as using tools is concerned?

A. I have put in reinforced steel; that is the only thing I have done.

Q. What would that come under? Would that be under ironworkers?

A. Yes.

Q. You don't belong to the union, do you?

A. That is right.

Q. And you never have?

A. That is right.

Q. Did you have anybody help you put in that reinforced iron?

A. Yes.

[fol. 288] Q. Do you recall whether they were union or non-union?

A. They were the present men who now belong to the ironworkers' union. At that time there wasn't any ironworkers' union.

Q. What year was that?

A. That was about in 1932 when they built the Robert E. Lee Bridge at the height of the depression.

Redirect examination.

By Mr. Moore:

Q. Mr. Brooks, none of the men who did not start work that morning or who quit that day came back until after the injunction order had been entered and the picketing had stopped?

A. No, sir, none of them came back.

Q. Could you take a piece of this paper and draw a diagram of the site of the job and what was on the four sides of it up there? Do you think you could draw it well enough to do that?

A. I think so.

Q. And indicate just where the picketing occurred and just what was on the four sides of the construction site itself.

A. I think so.

[fol. 289] (Witness draws diagram.)

Q. This diagram which you have just prepared shows that the present school is on the northern side of the block and the proposed addition which was in progress of construction is on the southern half of the block?

A. Yes, sir.

Q. And surrounding the site of the construction of the addition to the old school on the west is a brick house——

A. It is a row of brick houses.

Q. And then between them and the site of the job is a 10-foot alley where you have marked ditch?

A. Wide ditches up and down that alley, all open.

Q. You couldn't get through there because of the ditches?

A. No, sir, it was all excavated and most all dirt.

Q. On the east side you have shown piles of building material?

A. That is right; we used that side for storing materials.

Q. And on the north side in addition to the old school you show a fence here running east and west, which is on the easterly side of the old school?

A. That is right.

Q. Is that fence closed?

A. It is enclosed as a school yard, yes.

[fol. 290] Q. No opening in the fence?

A. They have a gate.

Q. Where is the gate?

A. The gate would be on the east side.

Q. Where did the men normally enter on the job and leave?

A. They always entered on Leigh Street.

Q. Always entered on Leigh Street and left on Leigh Street?

A. That is right.

Q. Was it easy to enter from any other direction?

A. It was easier to enter there, yes, sir.

Q. Was it possible to enter from some other direction?

A. It was possible, yes.

Q. Did any of the men do that?

A. Not to my recollection. I don't recall anyone using anything else.

Q. Where did the pickets walk with the sign?

A. They walked from Hancock Street down to Leigh just around this curve, and back up, which is just about 500 feet.

Q. So they walked along the sidewalk on the north side of Leigh Street all down the block in front of the job?

A. That is right.

Mr. Moore: I would like to offer this diagram in evidence.

[fol. 291] (Filed and marked Exhibit EWB No. 1.)

Q. Is there anything further you wish to say about the diagram?

A. Well, I would like to change this. There is an offset in the old building, instead of going straight through like I have it.

Q. Will you change it in accordance with the facts?

A. Yes, sir.

(Witness changes diagram.)

Q. Were there connections between this old school building and the new addition?

A. No, sir, there was a new wall that went up here and blocked anyway from getting through here. This was connected—the new building and the old building were connected; I didn't understand your question.

Q. But you wouldn't have been able to enter from the

north side if you stayed to the west of the old school building?

A. That is right.

Q. And to enter from the north side to the east of the old school building you had a fence and a pile of building materials?

A. That is right.

[fol. 292] Recross-examination.

By Mr. Stallard:

Q. Was the old school being used?

A. Yes.

Q. How did the people enter the old school?

A. From the front, which would be the north side of the school and the east side of the school.

Q. North and east sides?

A. Yes, sir.

Q. Will you mark the north and east side of the school?

A. Of the old school?

Q. Yes, sir.

(Witness does so.)

Q. Now will you mark the east side?

A. Of what?

Q. Where is the east side of the building?

A. East is here, north is approximately this way. It is referred to as north and east.

Q. Will you mark it as east, west and south?

A. I put an arrow on it; that is all you would need.

Q. I want you to mark the school.

A. As referred to in this testimony?

Q. Yes, sir.

[fol. 293] (Witness does so.)

Q. Then people would enter the east side of the old school building?

A. Yes, sir.

Q. Could they walk through the old school building on to the project in question here?

A. No, the door was kept locked.

Q. It was possible to do that.

A. If you had a key to open the door, yes, sir; the pupils couldn't.

By Mr. Moore:

Q. The pupils could or couldn't?

A. Couldn't unless the door was opened for them.

By Mr. Stallard:

Q. But if the door was opened it would be easily accessible?

A. No, sir, it wouldn't be easy because it was open ditches around and that is the reason it was kept locked because it was too much danger of the children getting hurt.

Q. Workmen on the project threw planks across the ditches, did they not?

A. Yes.

Q. You have to walk on planks around on any building project, do you not, over ditches and work in hard places [fol. 294] sometimes?

A. That is right.

Q. From the diagram you have handed me and identified workmen could have entered the building from the east side of the project?

A. That is right.

Q. But they didn't use that side?

A. No, sir.

Q. They used the south side?

A. They used the south side.

Q. If one had wanted to, they could have entered the project by the alley on the west side?

A. Yes, sir, it is possible.

Q. That is a 10-foot alley?

A. At that time we had a ditch down it with high piles of dirt on either side. It was rather hard walking unless you were actually working in the alley.

Q. Sometimes you would have workmen in the alley, would you not?

A. Yes, sir.

And further this deponent saith not.

[fol. 295] O. T. GRAHAM, called on behalf of the complainants, being first duly sworn, deposed as follows:

Direct examination.

By Mr. Moore:

Q. Mr. Graham, you are a partner in Graham Brothers, the complainant in this case?

A. Yes, sir.

Q. Will you state your age and residence?

A. Let's see; fifty-two—no, more than that; fifty-four. This is 1951—no, I am fifty-three, will be fifty-four in June. I live at 609 South Davis Avenue.

Q. Were you up at the site of the George Washington Carver School job on the 25th of September, 1950?

A. Is that the day the picketing was? I couldn't say the date, but I was the day the picketing was.

Q. You were there the day the picketing started?

A. Yes.

Q. Do you know approximately what date that was?

A. It was along in there, but I couldn't say definitely the date, I didn't make any note of it.

Q. Do you know what day of the week it was?

A. Monday.

Q. What time did you get to the site on that day?

A. About seven-thirty, the usual time.

Q. And at that time on that job what was being done?

[fol. 296] A. Building forms, putting in reinforcing, excavating, pouring concrete and doing some plumbing work and cement work.

Q. What was the nature of the cement work being done?

A. Rubbing walls, finishing walls.

Q. Do you know what workmen had been working on the job at the end of the week prior to this Monday?

A. Carpenters, rodmen—reinforcing rodmen, laborers and cement finishers, plumbers; that is about all.

Q. What happened on that morning?

A. Well, the pickets started somewhere about eight o'clock and in a little while the carpenters said they would have to leave. The fact of the matter is the steward told me before——

Mr. Stallard: Counsel for the respondents objects to any hearsay testimony at this point.

By Mr. Moore:

Q. Did you have any information beforehand that there might be picketing?

A. I had heard they were going to picket the job for sometime—half a dozen times before they were going to picket it. I had definite information they were going to picket that Monday from the fact the steel man came and got his clothes and said they were going to picket it. That is all I had, that they were going to picket that morning, but [fol. 297] he said if they didn't picket it he would come back to work anyway, that he was sure they were going to picket it and took his clothes, didn't want to come on the job and get his clothes if they were picketing.

Q. You had two steel men on there the end of the last week?

A. Yes.

Q. And neither one of them came back to work at all Monday?

A. That is right.

Q. And after the picket line, the carpenters came off the job?

A. Yes. They worked about an hour; we gave them an hour's time.

Q. Did the plumbers work or did they stop?

A. Just one helper, he stopped.

Q. How about the cement man?

A. He didn't stop.

Q. Do you know who was doing the picketing?

A. Yes, sir, I saw this gentleman over here. I didn't know his name at the time (indicating Mr. Johnson).

Q. This gentleman sitting here now?

A. Yes. I believe it is Mr. Turner now. I went out and said, "Good morning" to him and asked how he was getting along and he said fine.

[fol. 298] Q. Was he carrying a sign?

A. Yes, sir.

Q. Do you remember what was on the sign?

A. I am not absolutely sure, but I think the sign said, "This is not a union job." I think that is what it said.

Q. Did it say anything more than that?

A. No, I don't think so. I think that is all it had on it. I am not absolutely sure of that; but from memory I think that is what was on it.

Q. Did the sign identify whose sign it was?

A. No, not to my knowledge. I did see other men on it, but I didn't know who it was except Mr. Joinville; I do know him. I saw other men picketing, too, but I don't know who they were; I couldn't recognize them.

Q. The only one you know was Mr. Joinville?

A. And this gentleman here, who I think is Mr. Turner. Is that the name?

Mr. Johnson: Johnson.

The Witness: Well, I didn't know.

Q. The picketing continued for how long?

A. About a day and a half.

Q. Was it stopped about the middle of the day on Tuesday?

A. Yes.

Q. What was the effect on the progress of the work of [fol. 299] the men you have indicated their not showing up for work or their not working or stopping work after the picket line started?

A. Well, it stopped practically everything. It wasn't much done for practically a week; took about that time to get straightened out.

Q. Were those men that were pulled off the job necessary to make any progress on it?

A. Yes, sir, and more of the same kind of men. I wanted half a dozen of the same kind of men the next day, and when you want them you call the union and get them if you are working union men; that is, if they have got them—you can't always say they have got them.

Q. After the picketing stopped and after the injunction was entered did any of the men come back to work?

A. Yes, the carpenters came back in two or three days afterwards; the steel men didn't come back.

Q. Did they ever come back?

A. No, not those particular ones, they never did come back. We got some others.

Q. Did the plumber's helper come back?

A. I couldn't absolutely say. If he did come back, he didn't stay; he isn't still there. I couldn't say absolutely he came back. Maybe he did. I don't remember.

Q. So it was the next week before you got the job going? [fol. 300] A. Yes.

Q. Do you remember a cement man named Hughes working on that job?

A. Yes, I remember him. I couldn't swear right now his name is Hughes, but I know the cement finisher.

Q. How long did he work there?

A. He might have worked two days, maybe three days; I don't know.

Q. Did he stop working then?

A. Yes, sir.

Q. Do you know for what reason he stopped working?

A. Yes, he came to me and said he would like to work there——

Mr. Stallard: Counsel for the respondents objects to this on the ground it is hearsay; the parties defendant were not present.

By Mr. Moore:

Q. You can't state what he told you, but my question is do you know the reason why he left the job?

A. Because the cement finisher working on there was a non-union man.

Q. When this picketing started was it just one business agent up there or was it more than one?

A. It seemed to me when it started I saw two or three [fol. 301] of them and then all during the day they changed, but it seemed to me it was two or three of them came together. I couldn't definitely say how many there were, but I know it was more than one on there.

Q. There were several on there when it started?

A. It was more than one, I just can't say how many.

Q. Do you have any personal knowledge of the meeting between Ludwig Jepsen and the business representatives that took place in July 1950?

A. The only knowledge I have is I came on the job and Jepsen told me they had all been up there——

Mr. Stallard: Counsel for the respondents objects to this on the ground it is hearsay.

By Mr. Moore:

Q. You can't say what Mr. Jepsen told you. My question was whether or not you had any personal knowledge of it yourself other than what somebody may have told you about it.

A. Well, I don't know how you are going to find out anything unless somebody tells you.

Q. You weren't there yourself, were you?

A. No, I wasn't there when they came.

Q. So you couldn't say of your own knowledge what was said at the time those people were talking?

A. No, I wasn't even on the job.

[fol. 302] Q. Were you present at the time that Mr. Joinville and Mr. Cochran visited Mr. O. J. Graham's office?

A. No, I wasn't.

Cross-examination.

By Mr. Stallard:

Q. Mr. Graham, did you have any men on the job working on July 27, 1951; that was two months before the picketing started—I mean 1950?

A. Two months before?

Q. Before the pickets appeared on the job?

A. I suppose we did, if it wasn't Sunday.

Q. Just when did you start the job?

A. I can't definitely say when we started the job now, I don't know.

Q. You only had about fourteen men on the job on September 25, 1950. Could you say how many men you had on the job in July, 1950?

A. No, I couldn't say either time unless I could see the payroll.

Q. Could you furnish the Reporter the information how many men you had on the job on July 27, 1950?

A. No.

Q. You couldn't furnish the Reporter that information?

A. No, I couldn't say how many.

[fol. 303] Q. I mean could you get the information for this Court Reporter here?

A. Certainly I could.

Q. Will you do that and give him the number of men you had on this project working on July 27, 1950?

A. Yes.

Mr. Moore: You mean the general contractor or all men working?

Mr. Stallard: All men working on the job.

A. (continuing) I couldn't definitely give him that information. The only definite information I could give him the information on would be the men on our payroll.

Q. Well, could you give him the information just how many sub-contractors were working, not how many men were working for the sub-contractors, on July 27, 1950?

A. I could get that information. I can't give it to him right now from memory.

Mr. Moore: I suggest counsel for the defendants could develop his own evidence on that point if he wishes it.

Mr. Stallard: No, this witness has brought a suit and he has alleged that he had men working on that job and I want to know how many men he had working. It was his job.

[fol. 304] Mr. Moore: Do you want to know how many men he had working —

Mr. Stallard: And how many sub-contractors he had working on the job at that time.

Mr. Moore: We could secure that information.

By Mr. Stallard:

Q. Will you also secure the information whether the sub-contractors were union or non-union working on the job on July 27, 1950?

A. I don't think at that time it was anybody on there but Talley, who is non-union.

Q. That is, in July?

A. Yes, although Bowles—is he union or non-union? What is he supposed to be?

Mr. Moore: Ask Mr. Johnson.

By Mr. Stallard:

Q. You ought to know.

A. I know his crane operator is union; I don't know whether his laborers are union or not.

Q. Will you find out just what sub-contractors—the number, I mean, that were working.

A. I will have to look up that record.

Mr. Moore: Counsel for the complainant states we will furnish the information as to the men working for the general contractor on the project from the records and also [fol. 305] furnish information as to what information we have as to what sub-contractors were working at that time.

Mr. Stallard: And whether they were union or non-union.

Mr. Moore: We can't agree to furnish that because we don't have all of that information at our command.

Mr. Stallard: For the record counsel for the respondents wishes to state that these complainants have alleged that Mr. Jonville made certain demands on July 27, 1950; namely, that unless all non-union laborers were laid off on the project the union laborers thereon would refuse to work and would throw a picket line around the project which would not be crossed by any union: Therefore, this information must have been in the hands of the complainants because they allege certain facts in the bill of complaint.

Mr. Moore: As I say, Mr. Stallard, we agree to furnish you what information we have. You are requesting we furnish all information about it. We agree to furnish you with what information we have; we can't furnish any more than that.

By Mr. Stallard:

[fol. 306] Q. You stated there were two rodmen or steel men, I believe you identified them, working for you?

A. Yes.

Q. They left before the picket was put on the project, did they not?

A. Yes—well, they left with the understanding it was going to be a picket there. He couldn't come on the job and get his clothes because he couldn't cross the picket line.

Q. How long did it take you to get other rodmen to come on the job?

A. I think it was about—the following Saturday I believe they went to work. I believe it was on Saturday, I am not sure.

Q. The rodmen that took the place of the two rodmen that didn't come on the project were they union or non-union?

A. My understanding is—I may be wrong, but my understanding is they had been told they could work on either union or non-union jobs. I don't know if that is absolutely so, but that was my understanding.

Q. Did you hire them individually or were they working for a subcontractor?

A. We subbed the work to them on a sub basis. We didn't hire them by the hour; we paid them on a sub basis.

Q. Could you tell me who the sub was, as far as the [fol. 307] iron work was concerned?

A. The man's name was Midkiff; he was a rodman himself. I can tell you we paid him twice as much as it would have cost to put it in ourselves in order to get him.

Q. You worked him on Saturday, did you not?

A. No, we worked him anytime. We paid him the time we worked him, according to the amount of ditch. It cost us twice as much as if we had put it in ourselves.

Q. The cement man named Hughes, you say he worked about two days?

A. Two, maybe three. He may not have worked the third day, I can't say definitely.

Q. He left because he didn't work with a non-union cement finisher?

A. That is right.

Q. That had nothing to do with the picket line, did it?

A. No, sir.

Q. You have never had any discussion with Mr. Joinville concerning this case, have you?

A. I haven't.

Q. You allege in your bill of complaint in the sixth paragraph the following: "On Monday, September 25, 1950, when work commenced on the project the defendant G. P. Johnson, business agent for the Local 1018, Brotherhood of [fol. 308] Painters, Decorators & Paperhangers of Amer-

ica, A. F. L. picketed the project carrying a sign reading: 'This is not a union job. Richmond Trades Council.' "

Was that a considered honest statement that it was not a union job?

A. Well, it was not a one hundred per cent union job for the simple fact we had a non-union plumber on the job.

Q. Well, you had non-union laborers there, too, did you not?

A. I didn't even know there was a labor union in the City of Richmond.

Q. You are not positive whether the rodmen were at a later date?

A. The rodmen working there at that time were union.

Q. At the time the picketing took place?

A. I am not positive whether—at the time the picketing took place the men were union rodmen; we got them from the union. They were referred to us by the union. We called up the union and got them at the time the picketing took place.

Q. Did you have any idea why the picketing took place on September 25, 1950?

A. Sure, I have an idea. The picketing began because they wanted the job to be one hundred per cent union. They didn't want the non-union plumber on the job. They wanted [fol. 309] to stop the job—picket the job to make us—force us, I will say, to do away with the non-union plumber, which the law wouldn't let us. That is the way I understand the law of the State of Virginia.

Q. The sign said "This is not a union job".

A. That is right, I think it did. That is my memory.

Q. Did that sign cause any of your non-union men to leave that project?

A. It certainly did.

Q. Your non-union men?

A. No, no, no; not non-union.

Q. I believe you had non-union sub-contractors and union sub-contractors on the job?

A. I think so, yes.

Q. Did Mr. Joinville or any business representative ask you to get any of your non-union men to join his union or any union?

A. He never asked me, no. If he had asked me, accord-

ing to law I better not tell them because I don't think the law permits you. It is against the law for you to ask a man—tell him he couldn't work there because he is non-union or union, either one.

Q. You hired not union and non-union men, but sub-contractors, did you not? Some of them were union and some were non-union?

[fol. 310] A. I didn't get your question.

Q. You hired not union and non-union men, but sub-contractors, did you not? Some of them were union and some were non-union?

A. We happened to have a sub-contractor that was working non-union men; we hired laborers that weren't union.

Q. You wouldn't have had any control over your sub-contractors' men, would you?

A. We couldn't say whether they were union or non-union. We made a contract with them to do the job; we didn't put in there they had to be union or non-union.

Q. Did they know the Court's decision which enjoined the picketing here stated the allegations in the bill said the purpose of the defendants in conducting the picketing complained of in said bill is to deprive the non-union employees who are engaged in work on the George Washington Carver School in the City of Richmond, Virginia, of the right to continue said work unless they become members of a union?

A. That is absolutely what it did. That is what it was for, absolutely what it was for. What else was it for? What could it be for? What did they picket the job for?

Q. You can't ask me questions, but you can answer my questions. Did any of your non-union men quit?

A. I will say no.

[fol. 311] Q. Then when you say the purpose of the defendants in conducting the picketing complained of in said bill is to deprive non-union employees who are employed in work on the George Washington Carver School in the City of Richmond, Virginia, of the right to continue said work unless they become members was incorrect, wasn't it?

A. No——

Q. The picketing didn't deprive the non-union men of their work, did it?

A. That was the cause of the picketing; to deprive them,

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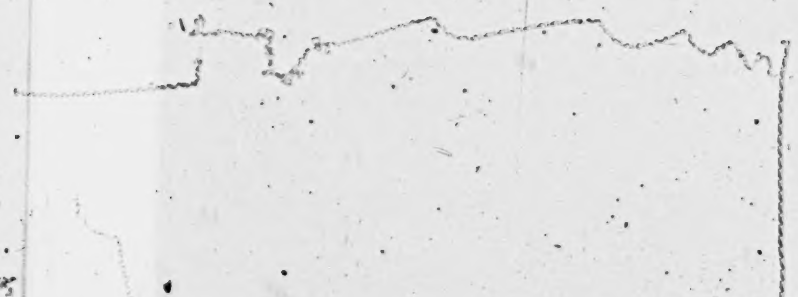

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but it didn't happen to deprive these fellows because they didn't quit, but they tried to make them quit. That was the purpose of it. They wanted the whole job to be union; everybody knows that.

Q. That is your surmise, isn't it; your opinion?

A. Well, it is a pretty good opinion. I happen to know Mr. Joinville said if we didn't make them all union they were going to picket it. So they did picket it.

Q. You say you know that? I thought you testified you didn't know that.

A. Well, I know it from hearsay; I will have to say that. I have got two witnesses to that effect. So that makes it pretty well sure. What are you doing in Court when you have witnesses? You go by them, don't you?

Q. You allege in your bill of complaint that Mr. Join-
[fol. 312] ville, who is business representative for the aforesaid local union No. 10, named also as party defendant in this cause, informed the complainants' superintendent, who was then working on said construction work which is located in the City of Richmond, that unless all non-union labor were laid off on the project, the union labor would refuse to return and would throw a picket line around the project which would not be crossed by any member of the union. Do you know that that took place?

A. I understood it did, yes. All I can say is what somebody told me on it. I mean I didn't hear it myself with my own ears, the statement by Mr. Joinville, but I understood there would be picketing there unless we did it, and I understood it more than once.

Q. Could your information be incorrect?

A. Well, I don't know that it would. It is possible it could be, but not probable.

Q. Have you ever known a picket line to prevent a non-union man from working?

A. No, I can't recall of any time.

Q. Now, assuming the pickets had continued their picketing, would any on your non-union men have been deprived of work?

A. Well, I don't think they would.

Q. Do you know whether any of your non-union men

[fol. 313] would ever have joined a union if the picket line had continued up until today?

A. I don't know it, no.

Q. Did any of your non-union men talk to you about joining the union?

A. When?

Q. At anytime during this picketing?

A. No.

Q. Are you under the impression that any man; that is, a non-union man, can walk up to a union office and join the union?

A. Well, yes, I am somewhat under that impression. They give him a so-called examination, but any nitwit could pass it, because I have had them on my jobs that are worse than nitwits that belonged to the union, if that is the information you want.

Q. How long have you been in the contracting business?

A. Around thirty or forty years—twenty or thirty, I meant to say.

Q. Do you think any nitwit can do plumbing and steamfitting?

A. He doesn't have to be able to do that to belong to the union; he can belong to the union if he can do anything. [fol. 314] Q. And he will be called a steamfitter?

A. And get steamfitter's wages as long as the man running the job will put up with it. I have had carpenters on the job that couldn't put a short piece of picture molding up and they belonged to the union and got union wages until I fired them.

Q. We are talking about steamfitters and plumbers.

A. They are all the same.

Q. Don't you know a steamfitter or a plumber must get a certificate from the City of Richmond to the effect he is qualified?

A. A non-union man has to get that, as far as that is concerned.

Q. He has to have some qualifications, doesn't he?

A. Sure.

Q. And you think even unskilled men can join the steamfitters' and plumbers' union?

A. Well, unskilled to a certain extent, I will say yes.

Now, it is true they have had a little more experience than some union men, but still I will say that a plumber or a steamfitter can join the union when he is a suitable mechanic for that, I will say that.

Q. What are the rates for plumbers' helpers?

A. I don't know.

Q. Do you know what the rates are for plumber appren-
[fol. 315] tices?

A. No, sir.

Q. There is a different rate, is there not, for the journeyman plumber and the helper or apprentice?

A. Absolutely, certainly.

Q. Don't you know you have to be an apprentice for five years before you can become a journeyman plumber?

A. I don't think to. You may have to; I don't know about that in plumbing and steamfitting, but I definitely know you don't have to be a journeyman carpenter for five years before you can join the carpenters' union. The steamfitters and plumbers may be different. I know you have to take an examination if you have not served your five years as an apprentice. You may also have to take it after serving your five years as an apprentice, I don't know but if you haven't served that you have to take an examination to join the union.

Q. In mixing paints does it take a great deal of skill in making up colors?

A. Somewhat, yes, to get the desired color.

Q. Can't just anybody do that?

A. Absolutely not.

Q. It takes some skill, does it not?

A. Yes, it does; takes experience and knack. It doesn't take as much experience for some people as for others. [fol. 316] but it is right much of a job to mix colors, I will tell you.

Q. Sometimes it takes a day or two to mix colors to get it exactly what you want?

A. No, not if you know what you are doing.

Q. If you are a real skilled person, you can do it in how long?

A. Oh, most any color you can mix in an hour's time, some

people can mix it in thirty minutes, some in fifteen minutes if they have got all the stuff there.

Q. How many men walked off the project as the result of the picketing carried on by the Richmond Building Trades Council?

A. Actually walked off I wouldn't say it was but four men. It was two others that didn't come to work on account of it, I happen to know, but actually walking off I don't think it was but four men.

Q. Do you know to what unions they belonged?

A. One belonged to the printers' union and three belonged to the carpenters' union.

Q. Now the printers' union isn't a party defendant here, are they?

A. No, sir.

Q. The carpenters' union is not a party defendant?

A. Not as I know of, no, sir.

[fol. 317] Q. None of the parties defendant here then walked off the project?

A. It wasn't any on there that I know of.

Q. You had about fourteen men on the project, I believe, on September 25, 1950?

A. Somewhere about that many.

Q. And four walked off the project?

A. The four most important, yes.

Q. They belonged to the carpenters' union and one rodman—no, the rodman didn't come on the job?

A. That is right. Two, I believe, didn't come on the job because they knew it was going to be picketed.

Q. You haven't in any way consulted your attorney about suing the sub-contractor for letting his men walk off the job, have you?

Mr. Moore: I object to that question. I don't see it is material or relevant to the issues in this case and I think it is an improper question.

A. No, sir.

By Mr. Stallard:

Q. The reason counsel has asked this it has been alleged you were irreparably damaged and you couldn't be made whole by a lawsuit for damages.

A. You couldn't sue a man to make him break the law, [fol. 318] could you? Could you sue a man because his non-union men walked off the job? You can't discriminate against union or non-union in the State of Virginia, can you?

Q. You haven't sued any sub-contractors at all?

A. No, sir.

Q. If those men working for the sub-contractor had stayed off the job indefinitely, would you have sued any of the sub-contractors?

Mr. Moore: I object to that. That is a hypothetical question.

A. Not if that man had stayed off, no, sir, because he has got other men since then; he has increased his force.

Q. The sub-contractor could have furnished other men then?

A. He has furnished other men when they were needed. He has more men on the job now than he had then by far.

Q. Whom are you referring to?

A. T. A. Talley.

Q. I believe he had one helper who belonged to some other union to walk off the job?

A. That is right, the printers' union.

Q. He could have replaced that man, could he not, in an hour or two if you had notified him?

A. Well, probably he could, but we couldn't have replaced him.

[fol. 319] Q. Then you admit that the picketing carried on as described in the bill of complaint did not in any way compel the non-union men working on the project to join a local union of their choice?

A. Yes, sir, I admit that that did not compel them to join the union. They could walk off the job and not join the union.

Q. You also admit the picketing did not deprive the non-union employees of the right to work?

A. I certainly do.

Q. The picketing was peaceful and no force was used?

A. That is right.

Q. Do you know why the union men walked off the project?

A. Yes, they felt obligated to walk off because they were union and the union were picketing the job. That is all I can say.

Q. It was a voluntary thing on the part of the carpenters and the other union men that walked off, was it not?

A. Voluntary as far as we were concerned; we didn't compel them to walk off. It was voluntary as far as we were concerned. We couldn't tell a man not to walk off.

Q. Do you know of any rules that would make a union man walk off a project when there is a picket on there?

A. None except the union rules. I reckon they have rules [fol. 320] or obligations. They have certain things they swear to in the union. I happen to have been one myself once.

Q. What union did you belong to?

A. The carpenters' union.

Q. You could replace the union men that walked off the job with non-union men, couldn't you?

A. I don't know whether we could have gotten non-union men of that caliber or not. I don't know whether they would have been available or not.

Q. There are more non-union carpenters than union carpenters, aren't there?

A. I wouldn't think so. I don't know that.

Q. Are there more non-union plumbers in Richmond than union plumbers?

A. I wouldn't think so; I don't know that.

Q. You had two non-union plumbers in this instance?

A. Yes, sir, and it is no one any better, union or non-union; no better than he is—the particular man on the job; I don't mean Talley.

Q. I believe you said you have been a contractor for about twenty years?

A. Twenty or thirty years; thirty years, I guess.

Q. Is it a natural thing for business representatives of local unions to call on you and submit a list of sub-contractors with whom they have contracts?

[fol. 321] A. Well, it wouldn't be out of the way for them to call—to do what, you say?

Q. I say is it a natural thing for business representatives of local unions to call on you to submit a list of sub-contractors with whom they have contracts?

A. Sure, that is natural.

Q. They are very often of assistance to you, are they not, in securing men and equipment?

A. Yes, they are supposed to be.

Q. You don't resent them coming around and talking to you if you get a contract for some project, do you?

A. No.

Q. Do the non-union contractors call on you also personally and try to get sub-contracts for themselves?

A. Yes.

Q. That is the only way they have of getting business, isn't it?

A. Certainly.

Q. You allege that this work was slowed to a standstill. Is that what really took place?

A. Yes, practically, you might say.

Q. Can you state for the record how many union contractors were working on the project on September 25, 1950?

A. No, I can't state that right now, can't state how many were working there at the time.

[fol. 322] Q. When would the painters have appeared on this project?

A. Well, the first painters we would have had there was probably a month ago.

Q. When would the roofers have appeared on this project?

A. When would they have appeared?

Q. Yes.

A. Well, they might have appeared just about now; somewhere close to that.

Q. This is March 29, 1951?

A. That is right, the last of March or the first of April.

Q. Have you ever heard of a non-union workman joining any union just because some union picket is put on the job?

A. No. I haven't heard why they join the union. They join for some reason, but I have never heard why.

Q. Do you think a picket line on a project would cause a non-union workman to quit at any time?

Mr. Moore: I object to that question about what the witness thinks. This is a case in court and testimony is supposed to develop facts and not what somebody thinks.

A. It might do it; I don't know. Anything might cause him to leave a job.

[fol. 323] Q. Did you ever hear of a non-union man quitting just because some union picket was out front?

A. Lots of things I haven't heard about; no, I haven't heard about that.

Mr. Stallard: I would like to reserve the right to recall the witness for further cross-examination.

Redirect examination.

By Mr. Moore:

Q. Mr. Graham, I understood you to testify on cross-examination that these unions made demands on Graham Brothers that all non-union labor on that job, whether working for you or sub-contractors be laid off of it. Is that right?

A. That is right.

Mr. Stallard: Counsel for the respondents wishes the record to show that this witness knows what he is talking about.

A. (continuing) Well, the union didn't make any record of that when they told my superintendent, they didn't write it down, they just told him. How are you going to furnish a record?

Mr. Moore: Counsel for the complainants is simply bringing out what the witness testified in response to questions directed to him by counsel for the de-[fol. 324] fendants.

Mr. Stallard: Therefore, counsel for the respondent respectfully submits that the record does not show that this witness knows anything about demands made by the union upon him. He said he had heard some things, but he didn't know if they were true or not.

Mr. Moore: You asked him the question and that was his answer. It is a little late to object to answers you yourself put to the witness.

Will you read the question and the answer, Mr. Williams?

(The Reporter read the last question and answer.)

Q. And that the purpose of the picketing in this case was to bring about that result?

A. That is right.

Q. You testified as a result of this picketing several of the men that were working there didn't continue to work?

A. That is right.

Q. And that the progress of the work on the project as a result of that was slowed practically to a standstill?

A. That is right.

Q. Now if that condition had continued, would it have [fol. 325] been possible for the men to continue to work?

A. I don't think it would have been possible for the union men to continue to work. The non-union men that didn't stop probably could have continued to work.

Q. Was the work being performed by the men who stopped working an essential part of what was going on on the job?

A. It was.

Q. Could any real progress——

Mr. Stallard: Counsel for the respondents objects to counsel leading this witness.

By Mr. Moore:

Q. Could any real progress have been made on the job without the essential men performing that work?

A. It could not.

Q. Then the result of this picketing for the purpose which you have already stated was that the non-union men if they continued to work could not have performed their duties because they depended on the other men being present?

A. Absolutely. In fact, they really couldn't have worked much longer without the help of the other men who wouldn't work for them.

Q. Was the continuance of their work dependent upon the continuance of the others?

A. Yes. You can't pour concrete unless you have forms [fol. 326] to pour it in or steel to pour it around if it is called for on the job.

Recross examination.

By Mr. Stallard:

Q. Mr. Graham, did you name the business representative who made the demands upon you that you would have to employ all union men?

Mr. Moore: You didn't ask him that question.

A. They didn't make demand on me personally; they did to my company through our representative.

Q. Your superintendent?

A. Yes, sir, and I think also to my partner. I am not definite about that, but I think that is right, but nobody made it on me personally.

Q. You stated that the purpose of the picketing was to bring about a condition; namely, that you would employ all union men?

A. Absolutely, no question about that.

Q. Then you testified that no non-union men quit the job nor did they join the union?

A. I did. I mean I don't know whether any ever joined the union or not. I don't know who joins the union; I have no record of that.

Q. Then the picketing did not bring about the end which [fol. 327] you say the union demanded; namely, that you employ all union men?

Mr. Moore: Counsel for the complainants wishes to object to that question because it is not in accordance with the facts in this case. The facts are that this picketing was stopped by injunction, an undisputed issue here, and your question is based upon a false presumption which is not material in this case.

A. That is right; we didn't employ all non-union men. We still have got the same non-union men on the job.

Q. You stated that the union men were very essential on this project and if you didn't have them there, the non-union men couldn't have continued to work. Will you be a little more specific and state the instances where that took place?

A. Well, I say that you can't pour concrete——

Mr. Moore: Just a minute. Mr. Stallard, to what instances do you refer in your question? Would you be more specific in that? Are you referring to the period during which the picketing was going on or referring to the period after the picketing stopped?

Mr. Stallard: I am referring to this project.

Mr. Moore: I object to any question about what may [fol. 328] have gone on after the picketing stopped upon the ground that it is immaterial and irrelevant to the issues in this case and I ask you to make your questions specific in time as to what time you are referring to.

Mr. Stallard: Read him the question.

(Question read as follows:)

Q. You stated that the union men were very essential on this project and if you didn't have them there the non-union men couldn't have continued to work. Will you be a little more specific and state the instances where that took place?

A. Well, the union men were putting in the reinforcing steel and building the forms to pour concrete in and if your concrete calls for reinforced steel in it, you can't pour it until the steel is put in; if you are pouring concrete in forms, you can't pour it until the forms are built.

Q. Who builds forms?

A. The carpenters build the forms and the rodmen put in the reinforcing steel.

Q. And you take the position that you can't employ non-union carpenters?

A. I do. I can't go out and ask a man if he is non-union to hire him; I can't do that, I am afraid to do that: [fol. 329] Q. You could employ a non-union carpenter if they came on the job?

A. If he came and asked for a job and I needed them, I certainly can employ him.

Q. You have some non-union carpenters working on some jobs, have you not?

A. No, sir, I do not, not that I know of.

Mr. Moore: Objected to as immaterial to this issue.

By Mr. Stallard:

Q. You don't have?

A. No, sir. If I do, I don't know who they are. I don't have a non-union carpenter working for me that I know of.

Q. You don't employ the carpenters just because they are union; you employ them because you need them?

A. Well, we more or less work union carpenters, but the way we do that we call up the union for carpenters, but if a man would come on the job and ask us for a job I couldn't very well ask him if he belonged to the union or not. I couldn't discriminate like that.

Q. If you had union carpenters on one project and non-union carpenters on another project would that be all right as far as you were concerned?

A. Well, it would be all right as far as we were con-
[fol. 330] cerned, but it wouldn't be all right as far as the union is concerned.

Q. Why?

A. Because the union wants a man if he is working union men—it is a requirement he work them all the time on all his jobs. That is what you are supposed to do or what the union wants.

Q. Do you have a contract with the union carpenters?

A. I don't think we have a contract. We told them we would work union men. I don't think we have a signed contract.

Q. If you told them you had some kind of an understanding with them that you would use their men——

A. Well, we use them. That is all I can say and that is what we have told them. I haven't told them anything.

Q. Now if you had a non-union carpenter to appear on the job and ask you for a job, you wouldn't tell him that you couldn't use him because he was a non-union man, would you?

A. No.

Q. You would tell him you had a contract with the union——

A. No. Here is the way I do that. Whether I knew he was union—if I didn't know and I needed some men, I would tell him I didn't need anybody and if I needed some-
[fol. 331] body I would go to the office and call up the

union and get a union carpenter. That is the way you have to do it.

Q. Let's use it on the non-union. You employed Mr. Talley as a non-union employing contractor?

A. That is right.

Q. If a union plumber had come on the job, you would have told him you couldn't employ him, wouldn't you?

A. I might have told him I didn't need him.

Q. Because you could have called Mr. Talley and he would furnish you all the men you needed?

A. I don't hire the plumbers on the job.

Q. No, Mr. Talley does that, doesn't he?

A. Yes.

Q. So there isn't any necessity for you to turn a plumber down, you just don't need him?

A. That is right.

Q. You have made a contract with a non-union man who will do the full job?

A. Yes, sir. It is none of my business whether he uses union or not.

Q. And when you employ a union plumber, you employ him to do the job?

A. Yes.

Q. You don't tell him to use union or non-union?

A. No.

[fol. 332] Q. Now if the union contractor's men have some difficulty with the sub-contractor, it is not your fault, is it?

Mr. Moore: I object to this line of questioning. It seems to be getting too far afield from the issues in this case. I think it is all immaterial and irrelevant and building up a record on matters that are not material and framed in the way of a hypothetical question.

The Witness: What is the question?

Q. Now, if the union contractor's men have some difficulty with the sub-contractor, it is not your fault, is it?

A. If the union contractor—who do you mean by the union contractor?

Q. The union sub. Say, for example, if the sub-contractor paint contractor has some difficulty with his union men and they walk off the job, it would be no concern of yours

plumbing on the project in question to a sub-contractor employing members of the plumbers' and steamfitters' Local No. 10.

"The respondent J. F. Joinville admits that his conversation did drift into what members of the local union might do if Graham Brothers continued their policy of employing all union sub-contractors on one job in order to get the contract, while on other jobs the complainants employed a different policy in order to get the contract; that the conversation between respondent J. F. Joinville and O. J. Graham had nothing to do with the job then in question, but pertained to future jobs."

Do you differ with anything in that answer or would you like me to hand it to you to look at it a few minutes?

Mr. Moore: I might suggest he study it several hours.

A. That is what I was going to say. If you go through it by each paragraph or whatever point you want to bring out point by point, I will try to answer it, if that is agreeable.

Q. All right, sir. Did Mr. Graham and Mr. Joinville discuss the right-to-work act or the Virginia State law which [fol. 350] forbids one employing labor from discriminating between union and non-union labor?

A. Yes, they did.

Q. Did Mr. Joinville and Mr. Graham agree as to the effect of the law?

A. Well, what do you mean by that question?

Q. Did they agree that you couldn't discriminate in employing men?

A. Do you mean to the effect that the law is enforced in the State of Virginia or just what kind of effect? That is what I am getting at.

Q. Did they agree if two plumbers came to be employed, one union and one non-union, and you needed two plumbers that you couldn't say I will just take the union and tell the non-union man you can't employ him?

A. I couldn't say offhand whether Mr. Joinville agreed to that or not.

Mr. Moore: I call attention to the fact that I don't think there is any such statement as that in the answer.

Mr. Stallard: I was only giving an example because he wanted me to explain it.

Mr. Moore: I thought you were asking about the contents of the answer.

Mr. Stallard: I will change the question.

[fol. 351] Q. Did they agree in effect that was the interpretation of the law?

A. I couldn't say that Mr. Joinville agreed to it. I am not saying yes or no.

Q. I believe you did say Mr. Joinville said a whole lot of people did disregard the law?

A. That is right.

Q. Did Mr. Joinville and Mr. Graham discuss the policy, namely, where Graham Brothers on some projects would have wholly union sub-contractors and on others they would have a mixture, some union sub-contractors and some non-union sub-contractors?

A. Yes, they did.

Q. I believe you have already testified Mr. Joinville did not make any demands of Mr. Graham to lay off or fire or discharge anybody in that conversation?

A. I didn't say that he used the word lay-off.

Q. Did he use the word fire?

A. I don't believe he used the word fire. There are a lot of synonymous words he could have used.

Q. Did he use the word discharge?

A. I don't recall his exact words.

Q. Now, did Mr. Joinville earnestly solicit the plumbing contract for any union sub-contractor that might have a contract with his union?

[fol. 352] A. He didn't say any specific union contractor by name. As I stated before, he implied he wanted a union sub-contractor on the job.

Q. He really solicited work for some union——

A. Yes, but no specific firm or anything like that.

Q. Would you here deny that the sole objective of Joinville—and you make up your mind from what he stated—was to solicit the plumbing on the project in question for a sub-contractor employing union plumbers and steamfitters?

A. As I stated before, his primary objective was to get the non-union sub-contractor off the job and the conver-

as far as the difficulty between the sub-contractor and his men, would it?

A. No. All we want to do is get some other men on the job.

Q. Union and non-union men work on projects, do they not?

A. Union and non-union?

Q. Yes, together?

[fol. 333] Mr. Moore: I object to questions about other projects.

A. As far as the union is concerned, they are not supposed to.

By Mr. Stallard:

Q. You have been a general contractor thirty years?

A. Yes.

Q. You have alleged here in your bill of complaint that you had certain non-union sub-contractors and certain union contractors?

A. That is right.

Q. Then the non-union sub-contractor's men would work with the union sub-contractor's men and the union sub-contractor's men would work with the non-union sub-contractor's men, would they not?

A. Yes, they will sometimes.

Q. They were doing it on this particular job you had, weren't they?

A. Yes, they were doing it. I say they will do it sometimes.

Q. Don't they do it as a custom in Richmond?

A. No, it is not a general custom to do it. That isn't a general custom. The union will allow it sometimes. I happen to know they will allow sometimes the union men to go on a non-union job to work, but they don't want to [fol. 334] let a union man go on a non-union—I mean a non-union man go on a union job and work but they will let a union man go on a non-union job and work; they will do that.

Q. You had employed how many union sub-contractors as far as this project was concerned?

A. One, I believe, is all so far as this project is concerned.

Q. Hadn't you let the cement and plastering or tried to get a union contractor?

A. Well, we had been talking about union plasterers, yes.

Q. You had let the paint contract to a union contractor?

A. Yes, we had.

Q. You had let the contract for the excavation to a union contractor: Bowles?

A. Yes. I don't know whether he is strictly union or not; I don't think he is with laborers, but I think his operators are union.

Q. You had let the contract for the plumbing to a non-union plumbing contractor?

A. That is right.

Q. You had common laborers on the job who were non-union?

A. That is right.

[fol. 335] Q. You had on the job union carpenters?

A. That is right.

Q. All of those various employees worked on that project at the same time?

A. That is right.

Redirect examination.

By Mr. Moore:

Q. What is the reason that it makes no difference to you whether a sub-contractor is union or non-union and that you will use their men? What is your reason for that?

A. What, the contractor being non-union?

Q. That you will use either union or non-union sub-contractors?

A. Well, the law of the State of Virginia doesn't let you discriminate. Isn't that against the law? It is so, as I understand.

Q. Just because of your understanding of what this Virginia law requires?

A. Yes.

Q. On this particular job the union wouldn't let union labor work with non-union labor, would it?

Mr. Stallard: Counsel would like to point out that this witness testified that they were working together.

[fol. 336] Mr. Moore: He said they would.

A. They took a time to stop it. They were trying to stop it. They took a certain time to stop it, the way I see it. They had permitted it up to a certain time, but then at that time they said they wouldn't do it any more.

And further this deponent saith not.

(At one o'clock p. m., the further taking of depositions was adjourned until two-thirty o'clock p. m., at which time they were resumed.)

JOHN Q. ACREE, called on behalf of the complainants, and being first duly sworn, deposed as follows:

Direct examination.

By Mr. Moore:

Q. Mr. Acree, state your full name, age and residence.

A. John Quincy Acree; my age is twenty-five; I live at 5202 Sylvan Road, Richmond.

Q. You are employed by Graham Brothers, the complainants in this suit?

A. That is right.

[fol. 337] Q. How long have you been with them?

A. I have been with them since June of 1949. That would be about twenty months.

Q. What is your position with Graham Brothers?

A. Office manager and accountant.

Q. Have you been requested to check the records of Graham Brothers and to also check with sub-contractors to determine who was working on that job at George Washington Carver School on July 27, 1950?

A. Yes, I have.

Q. Have you made such a check

A. I have.

Q. Would you report what information you have on that subject?

A. Okay. In the way of Graham Brothers themselves

as general contractors we had a superintendent, and an assistant superintendent, a timekeeper, seven laborers, one carpenter. On the 27th—I was counting for the whole week—it would be the superintendent, assistant superintendent, timekeeper, four laborers and one carpenter.

Q. What is the most number of men you had working for Graham Brothers during that week?

A. You refer to the George Washington Carver job?

Q. Yes.

A. We had twelve working directly for Graham Brothers.

[fol. 338] Q. During the week?

A. Yes, during the entire week.

Q. What information have you been able to get about sub-contractors working at that time?

A. On the sub-contractors I called the bookkeeper at E. G. Bowles and he stated—I didn't get his name——

Mr. Stallard: Counsel wishes to object. You called the bookkeeper at E. G. Bowles?

The Witness: That is right.

Mr. Stallard: All right, I withdraw the objection.

Mr. Moore: You called for it; you asked us to get the information and we tried to get it.

A. (continuing) I called the bookkeeper over there and he gave me this following information: He had five laborers on July 27, 1950 for a total work of 41 hours on that day. That is all the labor he reported. Union Electric Company —I called them, they are sub-contractors, but they had no one on the job; then I called Mrs. Taylor, who is bookkeeper for T. A. Talley & Sons, and the way she stated they had their records set up she couldn't tell me exactly the days they worked, but she gave me the total hours that her men worked during the week ending August 2, 1950.

Q. Would that week include July 27th?

A. That is right; July 27th would have been the first [fol. 339] day of that week.

Q. Would you state what the result was?

A. She had two plumbers for a total of 58 hours and the helpers for a total of 53½ hours and one laborer for a total of 6½ hours or a total of 118 hours for that week.

Q. Did you have any personal knowledge of the visit of

the business agents of the various unions to the job site on July 27, 1950?

A. The only thing that I heard was that they went there —that is all I know.

Q. You don't have any information of your own knowledge other than what was told you by other people?

A. That is right, other than what was told me.

Q. Were you in the office of Graham Brothers on Friday, July 28, 1950, when Mr. Joinville and Mr. Cochran came to see Mr. O. J. Graham?

A. Yes, sir, I was.

Q. Were you in the room at the time the conversation took place between them?

A. Yes, sir.

Q. You were in the room the whole time?

A. The entire length of the conversation.

Q. And you heard everything that was said?

A. Everything.

Q. Would you state just what transpired in that meet- [fol. 340] ing?

A. I guess it was between three and three-thirty that afternoon and Mr. Joinville and Mr. Cochran came in the office and Mr. O. J. was sitting at his desk in one corner and I was in the other corner, and Mr. Joinville and Mr. Cochran sat down and they started off, just had a general conversation, wasn't anything pertaining to the job or anything, and then they got around to this George Washington Carver School job. The way this came out, as I recall it, Mr. O. J. Graham asked Joinville how he was getting along and Mr. Joinville said, "Everything would be all right if you would do right," and Mr. O. J. wanted to know what he meant by that and he said "Why, you are working non-union labor on the George Washington Carver School job and we don't like that and we want you to work all union labor on the job."

Q. He was referring to the George Washington Carver School job?

A. Yes. He said, "We want you to work all union labor on the George Washington Carver School job or suffer the consequences" or words to that effect. That was more or less it, I can't recall it verbatim. Then Mr. Joinville, of

course, stated he was representing all the building trades—he was representing all of the unions in the construction building trades in the City and he referred specifically to [fol. 341] the non-union plumbing contractor.

Q. Did he know who the non-union plumbing contractor was?

A. I don't know. I don't recall as to whether Talley's name was mentioned or not, but he referred to the non-union plumbing sub-contractor and he said—told Mr. O. J. he wanted him to get him out and put a union man on the job, and Mr. O. J. said, "I would be breaking the Virginia right-to-work law," and Joinville stated that he didn't see why Graham Brothers should pay any attention to it, nobody else paid any attention to it, and that was just about the core of the whole thing. This fellow Cochran that was in there didn't have much to say, possibly some work he had out of town, but he didn't say a great deal about the whole thing; he didn't enter into it too much.

Q. Mr. Joinville stated he was appearing on behalf of all the trade unions that belonged to the Council in the City of Richmond?

A. That is right.

Q. And he made the demand that Mr. Graham take this non-union sub-contractor off the job?

A. That is right.

Q. And said if he didn't do it——

Mr. Stallard: Counsel for the respondents objects to leading this witness and putting words in his mouth and [fol. 342] repeating over and over again what he wants him to say.

By Mr. Moore:

Q. And said if he didn't do it, he would have to suffer the consequences or words to that effect?

A. That is right. Mr. Joinville didn't say what the consequences were going to be, or anything like that; he did state there were going to be some. He didn't infer what he was going to do about it, but made it very plain he intended to do something.

Q. Were his comments confined to the non-union plumb-

ing sub-contractor or was he talking about any other non-union labor?

A. He said that the policy of the unions in Richmond was to see that all jobs in Richmond or in the surrounding area was union—all union.

Q. One hundred per cent union?

A. That is right. That was their policy, and the George Washington Carver School job and any other jobs in this area they intended to see to it that it was all strictly union.

Q. What was Mr. Graham's response?

A. Mr. Graham told him, as I stated before, that the Virginia right-to-work law was involved and he intended to abide by the law to the fullest and, as I said before, [fol. 343] Joinville replied to that that no one else was paying any attention to that law and he didn't see any reason why Graham Brothers had to."

Q. What response, if any, did Mr. Graham make to the demand that the non-union sub-contractor be laid off or discharged from the job?

A. Well, I can't recall exactly other than, as I said before, the Virginia right-to-work law was involved. I couldn't say for sure.

Cross-examination.

By Mr. Stallard:

Q. Mr. Acree, could you testify that Mr. Joinville used the words lay off somebody or could you testify he just asked that union labor be employed as far as plumbers were concerned?

A. Mr. Joinville made himself clear that he wanted all union workers to be on the job; I mean work all union regardless of who was on the job at the time. If we had non-union men working, he certainly inferred he wanted us to take them off; I mean from his statement.

Q. I again ask you did Mr. Joinville use the word layoff?

A. This thing happened July 27th. I couldn't say whether he said layoff or not. All I know is what he said and what [fol. 344] he implied.

Q. It has been alleged that he was business representative for Local No. 10. Do you know whether he came there

as business representative of Local No. 10 or was he representing somebody else?

A. To the best of my knowledge he came there representing the Building Trades Council in the City of Richmond.

Q. The bill of complaint alleges the following: That complainant, meaning Graham Brothers, advised the defendant, Joinville, who is business agent for Local No. 10, and who it is claimed represented the aforesaid Local No. 10 named as party defendant, that it was his belief that a man had a right to work regardless of whether or not he belonged to the union, that he had no intention of firing, laying off, or discharging non-union men on this project in accordance with the demand made upon him by the aforesaid defendant. Then you don't say that Joinville was demanding somebody be laid off, but he just wanted union men to be employed?

A. Again, as I said before, Mr. Joinville stated very clearly that he wanted all union men on the job regardless of what their crafts might be and naturally it would be assumed that if we had any non-union men on the job and we followed through with Mr. Joinville's demand, we [fol. 345] would certainly have to lay the non-union men off.

Q. Do you take a different position from that of the plaintiff, that Mr. Joinville was speaking for Local No. 10 or was he speaking for the Building Trades Council?

Mr. Moore: I object to that statement of the position of the complainants upon the ground that in the bill of complaint it is alleged in paragraph 8 that all of the people involved in this whole affairs were acting in concert together and it is not a fair statement of the allegations of the bill of complaint to say that the position of the complainants is that Joinville was acting on his own individual behalf.

Mr. Stallard: In repy counsel for the respondents would state that paragraph 5 refers specifically to who Joinville claimed to represent, namely "and who he claimed to represent the aforesaid Local No. 10 as party defendant." Counsel for respondents admits that the complaint alleges what counsel for complainant has just stated, but that was not referring to a specific statement. Therefore, I ask this

witness if he denies the position that Joinville was representing the Richmond Building Trades Council.

A. Well, Mr. Joinville in his conversation—I couldn't [fol. 346] recall and won't attempt to recall whether it was Local 10 or what local it was; all I know is that Mr. Joinville did come there representing the Building Trades Council, but again I can't recall whether there was any local involved or not, but he came there and the prime objective it seemed of his conversation was on the non-union plumbing sub-contractor on the job. At the same time he got into this other end where he stated he wanted all union men on the job, but it seemed to me to be his prime objective to get the non-union plumbing sub-contractor off the job.

Q. Mr. Acree, how close were you to Mr. Joinville when he was talking to Mr. Graham?

A. I was possibly nine or ten feet away.

Q. Was the conversation of a friendly nature?

A. Well, it started off friendly and it never developed to a point where I would call it too unfriendly. I would say it was an average conversation of two people trying to do business together.

Q. You could definitely state that Mr. Joinville was soliciting business for union sub-contractors as far as the plumbers were concerned, could you not?

A. Will you repeat that?

Q. You could definitely state that Mr. Joinville was soliciting business for union sub-contractors as far as the plumbers were concerned, could you not?

[fol. 347] A. That is right.

Q. You have been with Graham Brothers how long did you state?

A. I have been with them since July of 1949—June of 1949.

Q. Had you been with any building contractors before that?

A. Not any building general contractors, no.

Q. Do you know of your own knowledge that union contractors' men will work with non-union sub-contractors' men so long as they are not of the same craft?

A. Well, I will tell you and be frank with you coming

with Graham Brothers was the first contact I had had with the union and in my position over there it hasn't been my job or responsibility to have anything at all to do with union relations and, therefore, I am not too familiar with how they operate.

Q. Did you know Mr. Joinville was going to come over to see Mr. Graham?

A. That afternoon?

Q. Yes.

A. Yes, I did.

Q. Was that the reason you were present?

A. That was one of the reasons, yes.

Q. I am going to read you Mr. Joinville's answer in para- [fol. 348] graph 5 and see if you think that this is about correct as to what took place in the conversation between Mr. Graham and Mr. Joinville and I don't mean all the conversation, but part of it:

"In answer to paragraph marked 5 of said bill the respondent J. F. Joinville admits that he discussed with O. J. Graham the possibility of complainants employing certain sub-contractors who employ union men, and further they discussed the Virginia State law which forbids one employing labor from discriminating between union and non-union labor; that the respondent J. F. Joinville and O. J. Graham agreed as to the effect of that law; that the parties further discussed why Graham Brothers on one occasion took jobs and used sub-contractors who employ exclusively union men and then on other occasions took jobs and employed non-union men.

"That respondent J. F. Joinville denies that there was any occasion for O. J. Graham to tell him that he had no intention of firing, laying off or discharging non-union men on this project in accordance with the demand made upon him by the aforesaid defendant, and further denies that any demand was made upon him; that if O. J. Graham had followed the sincere and earnest solicitation of J. F. Joinville and had employed a sub-contractor who was at the time employing union men, coinplainants would not have had to [fol. 349] break any Virginia law in the knowledge of J. F. Joinville; that the sole objective of J. F. Joinville in calling upon O. J. Graham was to get Graham Brothers to let the

A. Yes, sir.

Q. You used all union labor there, did you not?

A. I can't recall whether—I am certain I didn't use any common labor belonging to the union.

Q. That is only a recent thing in Richmond?

A. As I understand, it is only recent.

Q. Have you ever heard Mr. Joinville discuss his thoughts [fol. 376] on whether he would call out his plumbers on a strike to help the union common laborers in Richmond?

A. I haven't had any conversation with Mr. Joinville at all except the one in the office and one subsequent to that and I don't know what he—I don't know anything about that.

Q. Do you remember the strike on the News Leader building; Doyle & Russell were the general contractors?

A. No, I don't. I don't remember that.

Q. You stated that you had on some contracts as much as ninety per cent union?

A. Yes, we have.

Q. There are very few one hundred per cent union contractors in Richmond, aren't there?

A. I would say relatively few.

Q. Do you know any that employ only union sub-contractors?

A. I don't know what the other contractors do, with one possible exception and that is maybe Doyle & Russell and Wise Constructing Company and Claiborne & Taylor.

Q. You think they are exclusively union?

A. They are more union than any other contractors in Richmond, is my understanding of it.

Q. Do you bid on Telephone Company work?

A. Not for a long time.

[fol. 377] Q. And American Tobacco work?

A. No, we never have. I say tobacco; I mean American or Philip Morris—yes, we did bid on a job for one or the other about fifteen or twenty years ago.

Q. You know there are some jobs that you can't get unless you do employ union labor?

A. Well, I am not fully cognizant of that because we haven't had any such conditions to apply on jobs we ever bid on.

Q. You stated that Mr. Joinville told you what his policy is going to be from now on?

A. That is, what the Richmond Building Trades Council policy was going to be.

Q. You allege, though, in your bill of complaint when he came to call on you and talk to you about certain things that he was then claiming to represent his local No. 10?

A. My impression of Mr. Joinville was that he was president of the Richmond Trades Council and also business agent for the heating and plumbing local.

Q. Do you know the internal workings of the Richmond Trades Council?

A. No, sir, I don't.

Q. You do know it is not a union that you can go up and join?

[fol. 378] A. It is comprised of different unions or locals; I know that.

Q. None of the non-union men that worked on your contract could have joined the Richmond Trades Council, could they?

A. Well, they could have joined a member local of the Richmond Trades Council.

Q. Did Mr. Joinville ask you why in some cases you did use say about ninety per cent union men or one hundred per cent and others you didn't use it?

A. He probably did ask me that, but the same condition would apply with one exception. This Virginia right-to-work law has been enacted only a certain length of time, I think a couple of years or thereabouts. Prior to that time we did work probably ninety per cent union, but since that time we haven't.

Q. You haven't changed your policy to the effect that you will use some on your work and some of it you do yourself? If the low bidder is union you don't say, "I won't use you"?

A. No, of course not.

Q. Or if the low bidder is not union?

A. No, but here is the difference. Prior to say three years ago we were doing more work right in the City of Richmond, the larger percentage of it was in the City of [fol. 379] Richmond than out of the City and conditions

sation drifted into non-union crafts also. Apparently his only objective wasn't to get the non-union plumbing contractor off the job.

Q. Who was working on that particular day on the project?

A. When you say who, who do you refer to?

Q. Contractors.

A. General?

Q. General and sub.

A. On July 27th?

Q. Yes, sir.

A. The excavation contractor had five laborers.

Q. Is that E. G. Bowles?

A. Yes.

[fol. 353] Q. Is he a union sub-contractor or non-union?

A. Personally, I don't know.

Q. All right, who were the others?

A. T. A. Talley & Son. As I stated before when I gave you this information, I called Miss Taylor, the bookkeeper, and she didn't have it broken down as to the days that these different men worked; all she had was the total hours the plumbers worked for the whole week and the total hours that her helpers including laborers worked, but I don't have it broken down as to what time they actually worked or how many.

Q. You had one carpenter?

A. That is on our payroll, Graham Brothers payroll.

Q. That carpenter was a union man?

A. Well, possibly so. We were paying the union rate.

Q. You don't know whether Talley had a union plumber on this particular day or not?

A. I couldn't say.

Q. Do you know whether Mr. Joinville knew that Talley had any plumbers on the job that day?

A. I have no idea what Mr. Joinville knew.

Q. Did he ask Mr. Graham if he had sub-let the plumbing and steamfitting to a contractor?

A. I don't recall whether he asked him or not. I do know he was aware that the plumbing contract had been let to a [fol. 354] non-union plumbing sub-contractor. Whether he knew it was T. A. Talley, I couldn't truthfully say.

Q. Didn't Mr. Graham inform him he had let it to Mr. Talley?

A. How was that?

Q. Didn't Mr. Graham inform him he had let it to Mr. Talley?

A. I can't recall whether Mr. Talley's name was even brought up.

Q. You say this conversation took place between three and three-thirty on the afternoon of July 27, 1950?

A. It was the 27th or 28th, one of those days, and it took place that afternoon.

Mr. Moore: I think he testified it was the 28th.

By Mr. Stallard:

Q. They had a general conversation in the beginning, I believe, about the project and how it was getting along?

A. Well, they talked in the beginning about some past jobs that they had worked on. I don't recall the details.

Q. Some past jobs?

A. I don't recall the details of it.

Q. Did they talk about a job for the United States Government over on Lombardy Street?

[fol. 355] A. I can't say whether they did or not.

Q. Did they talk about a job Mr. Graham had done in Petersburg, Virginia?

A. I couldn't say whether they did or not and, if they did, I wouldn't know the contents of the conversation.

Q. They did have a general conversation about some projects Graham Brothers had done in the past?

A. That is right.

Q. Did Mr. Joinville tell Mr. Graham that one time he had had a contract with the union plumbers?

A. I believe he did; I am pretty sure he did.

Q. When Mr. Joinville left there was no unpleasantness between Mr. Graham and Mr. Joinville, was there?

A. Well, the atmosphere wasn't as pleasant as when he came in. He didn't go out storming and slamming the door or anything like that, but it wasn't the same—his attitude wasn't the same as when he came in.

Q. He never told him he was going to throw a picket line around the place, did he?

A. No, he didn't say anything about picketing.

Q. You are positive of that?

A. I am pretty sure he didn't say anything about picketing.

Q. Never said he was going to stop the job?

A. No, he didn't say he was going to stop the job or [fol. 356] anything to that effect. He just told Mr. Graham if we didn't get all union men on the job then we would have to suffer the consequences or similar words to that effect.

Q. Did Mr. Joinville say something to this effect: If Graham Brothers thought they could employ the union plumbers when they needed them for the purpose of getting a union job, he didn't know how his union men would feel if they didn't employ them when they got some other job?

A. I believe something was brought up along those lines, but as I recall it, Mr. O. J.'s answer was that it was their policy to give a sub-contract to the low bidder, regardless.

Q. But a job which couldn't be secured unless all the men were union did Mr. Joinville state that Graham Brothers would comply and get all union sub-contractors for the purpose of getting the job?

A. I don't know whether he said that or not.

Q. Would you deny he did make a statement to that effect to Mr. Graham?

A. I wouldn't be in position to deny it because I can't recall. I mean I don't know.

Q. You have been there two years; you know some jobs will not be let where there are non-union sub-contractors on the job, don't you?

A. To be frank with you, I don't know that because since [fol. 357] I have been there we haven't run into any kind of situation like that.

Q. Have you done any work for the American Telephone Company or the American Tobacco people or Liggett & Myers?

A. No, none of those you mentioned.

Q. Did Mr. Joinville specifically ask Mr. Graham to fire Talley and get some other person?

A. You say specifically. He didn't say it in the exact

words you said it. He told him that he wanted him to get a union sub-contractor on the job, and the only way a union sub-contractor could get on the job was to get rid of Talley. So whatever words you want to use there, you have it.

Q. Do you all have non-union subcontractors coming in your office for the purpose of soliciting work when you have gotten the general contract to build some project?

A. I wouldn't know about that because most of the contracts are let before I know anything about them because that isn't my end of the job.

Q. It is let on a competitive basis, isn't it?

Mr. Moore: He just said he didn't know anything about it.

A. It is my understanding it is. Of course, I couldn't swear to it.

[fol. 358] Q. And if all union sub-contractors are low, they get the contract?

A. I told you I don't know. That is not my baby; I don't take care of that. I don't have anything to do with that.

Q. You stated on direct examination that Mr. Joinville stated that the policy of the unions in Richmond was to see that all jobs were union and Mr. Moore asked you one hundred per cent union and I think you said yes.

A. That is right.

Q. Don't you know that the policy is not as you stated it is?

A. I don't know. The only thing I know is what he said.

Q. Did he state it was their desire to solicit in a friendly manner all projects and would like to see them one hundred per cent union?

A. No. As I stated before, he said he wanted all jobs done on a strictly union basis and that anybody that didn't string along with him then they would have to bear whatever came up, suffer the consequences or whatever you might say; in other words, to that effect.

Q. Are you familiar with the names of the sub-contractors on this particular project?

A. I am familiar with some of them, yes.

[fol. 359] Q. Some of the sub-contractors were union and some non-union, were they not?

A. I am not too—I have heard from general conversation that some of them were union and some of them were non-union.

Q. That was with Mr. Graham?

A. That is right.

Q. The job is getting along all right now, isn't it?

A. There again, I don't have anything *anything* to do with that out in the field. I couldn't say about that. Whether it takes three or four years to build that isn't my problem.

And further this deponent saith not.

O. J. GRAHAM, called on behalf of the complainants, and being first duly sworn, deposed as follows:

Direct examination.

By Mr. Moore:

Q. State your name, age, residence and occupation, please.

A. O. J. Graham; fifty-three; live at 37 East Lock Lane, general contractor.

Q. You are a partner in Graham Brothers, the com-
[fol. 350] plainants in this cause?

A. That is right.

Q. And you are the partner who signed the bill of complaint in this cause?

A. Yes.

Q. You are doing a general contracting business in the City of Richmond and have been for some time?

A. That is right.

Q. Of course, you do business outside of the City of Richmond, too?

A. Yes.

Q. Your principal office is here?

A. Right.

Q. You made a contract with the City of Richmond for the construction of an addition to the old George Washington Carver School, is that right?

A. Yes.

Q. When was that contract made, do you recall?

A. It was signed as of March 1st, I believe. However, the bids were opened sometime in May or the latter part of March.

Q. Of 1950?

A. Yes.

Q. Did you commence some work before you actually signed the contract?

[fol. 361] A. Yes, we did considerable work. Most of it was in clearing the site prior to the time of signing the contract.

Q. Did you have a completion date set up in the agreement?

A. Yes, July 15, 1951.

Q. Were you to equip this school?

A. Not generally.

Like the resources room equipment, but no desks or chairs or things like that.

Q. Then if you were to finish the job on July 15, 1951, additional equipment would have to be installed and finishing work done prior to the commencement of the fall school term of 1951?

A. That is right. That was the primary reason for making it July 15th, so as to give the school people sufficient time to get their equipment in.

Q. From the standpoint of the City of Richmond what was the situation with reference to that work being completed within the time set up in the contract?

A. Well, they were very anxious to have it completed for the fall semester or beginning of it.

Q. Was the school needed?

A. Very much so, from what I can understand.

Q. You, of course, after you were awarded this contract [fol. 362] on your bid and perhaps before that had obtained signed contracts with various sub-contractors?

A. Subsequent to our putting in our proposals we did that.

Q. Do you know whether some of those sub-contractors were union and some non-union?

A. Some of them were union and some non-union.

Q. In paragraph 4 in the bill of complaint it is alleged as follows: "On or about July 26, 1950, the defendant, J. F. Joinville, who is business representative for the aforesaid Local Union No. 10, named also as a party defendant in this cause, informed complainants' superintendent, who was then working on the said construction project, which is located in the City of Richmond, Virginia, that unless all non-union labor were laid off of the project the union labor thereon would refuse to work and would throw a picket line around the project which would not be crossed by any member of any union."

What was your source of information leading to your including that allegation in the bill of complaint?

A. That is the report I got from Mr. Jepsen, who was superintendent at the time.

Mr. Stallard: Counsel for the respondents objects to this question because this line of testimony is trying to im- [fol. 363] peach a witness introduced by the complainants and no basis has been laid for impeaching him.

Mr. Moore: The purpose of this questioning, Mr. Stallard, is simply to develop upon what information this allegation in the bill of complaint is based.

Mr. Stallard: The complainants are bound by the evidence which they have introduced, unless they would lay the foundation to impeach their own witness on this basis and counsel has not laid that foundation.

A. Now what is the question?

Q. In paragraph 4 in the bill of complaint it is alleged as follows: "On or about July 26, 1950, the defendant, J. F. Joinville, who is business representative for the aforesaid Local Union No. 10, named also as a party defendant in this cause, informed complainants' superintendent, who was then working on the said construction project, which is located in the City of Richmond, Virginia, that unless all non-union labor were laid off of the project the union labor thereon would refuse to work and would throw a picket line around the project which would not be crossed by any member of any union."

What was your source of information leading to your including that allegation in the bill of complaint?

[fol. 364] A. That is the report that I got. I wasn't there. I didn't know anything about it except I was informed from the job that this meeting of the business agents had taken place.

Q. So that your allegation was based in fact upon information given you by the superintendent?

A. That is right.

Q. You had no personal knowledge on that situation?

A. I had no personal knowledge of that situation at the job.

Q. Now you had a meeting, I believe, on the afternoon of Friday, July 28, 1950, with J. P. Joinville and Henry Cochran?

A. That is right.

Q. How did that meeting happen to come about?

A. Mr. Joinville's secretary called me on the 27th and asked if she could make an appointment or words to that effect for Mr. Joinville to come down and talk to me and I told her yes and then I was to call him back as to what time would be all right and we would get together on that day, which was the following day.

Q. Do you know what time of day it was they called you?

A. Well, it was in the afternoon. It was subsequent to the time that this meeting took place on the job.

[fol. 365] Q. On the morning of the 27th?

A. Yes.

Q. But you didn't talk to Mr. Joinville yourself that day?

A. No, I didn't talk to Mr. Joinville on the 27th.

Q. Can you recall exactly what his secretary said when she called you up?

A. No, I don't. All I remember is the purpose of the call.

Q. So that you met with Messrs. Joinville and Cochran on the afternoon of Friday, July 28th about what time?

A. I should say the meeting began about three o'clock.

Q. At your office?

A. Yes.

Q. Was anyone else present in the room with you?

A. Yes, John Acree was present in the same room.

Q. He is the witness who has just testified?

A. Yes.

Q. Will you tell us what took place at that meeting?

A. Well, in the beginning we were just you might say gassing more or less because I have known Mr. Joinville for a long time, and he finally got into the question of this particular job at the George Washington Carver School and Mr. Joinville said he wanted us to make it one hundred [fol. 366] per cent union job and I told him we couldn't do that, that we had already let sub-contracts that were union and non-union and we weren't making any distinction between the two, generally speaking, unless something was wrong or unless we didn't think the sub-contractor could perform like we wanted him to; that we let the contract to the lowest bidder, whether he was union or non-union, and Mr. Joinville then said about this plumbing and heating contract he wanted me to cancel the contract with Talley and I told him we couldn't do that, that a contract with a non-union man was just as valid as one with a union man, and that led on into a discussion of the general policy of the Richmond Trades Council.

The way that came up was I asked Mr. Joinville why pick out this job, that a number of other contractors were operating the same as we were now and we had been very friendly with the unions, hadn't had any trouble with them and sometime past we had worked probably ninety per cent union on some jobs and our relations up to this time had been very good. "Well," he said, "from now on, we are not going to permit the things we have been permitting in the past and if a job isn't one hundred per cent union, the union labor is not going to work on it; it has got to be one hundred per cent union." If it wasn't —talking about this particular job together with any other jobs in the future, not only of ours, but other people's as [fol. 367] well, that they would just have to take what came from the union as a result of not being one hundred per cent union, and we did discuss to some degree the right-to-work law and the effect that it had had or should have on labor and I told him I didn't see how we could comply with the law and make any job one hundred per cent union. "Well," he said, "nobody else is paying any attention to the right-to-work law; I don't see any reason why Graham Brothers should be so concerned about it."

That is about all of it. Mr. Cochran didn't enter into

the conversation at all hardly. Only in the beginning he was telling me about a job that they had more or less promoted for Luck Construction Company at Front Royal, the Viscose plant job, and that they had gotten along very well together and the job had run from a little job into a right big job, partly due to cooperation between the union and Luck; and that is about the gist of the whole thing with respect to this job and any future jobs, any jobs as far as we were concerned and other contractors were concerned within the jurisdiction of the Richmond unions.

Q. Did Joinville know who had the plumbing sub-contract when he came there?

A. I think he did; I am pretty certain he did. In fact I am almost certain he did. I didn't know definitely at that time that he did, but things have developed since then [fol. 368] that I know he did know about the job being given to T. A. Talley.

Q. And he specifically asked that you cancel your contract with T. A. Talley?

A. Absolutely, he did.

Q. And you testify he said that if on that job and future jobs all union labor was not used that you and others would have to take whatever—what were your words on that?

A. Take whatever consequences that resulted from that.

Q. Did he elaborate on what he meant by that statement?

A. No, he didn't.

Q. Did you refuse to cancel your contract with T. A. Talley?

A. Oh, of course. We couldn't have cancelled our contract even if we had wanted to.

Q. Who was Mr. Joinville speaking for?

A. Well, I definitely understood he was speaking for the entire Richmond Trades Council because he said all the unions in the Council. He wasn't talking about just the plumbing and heating local.

Q. He was talking about all the unions and the Council, including the plumbing and heating?

[fol. 369] A. Oh, yes. Here is what I understood, although I may have been wrong about it, that when this appointment was made I thought Mr. Joinville was president

of the Richmond Trades Council and also that he had this—he was business agent for this plumbing and heating union and I didn't know that he wasn't that until I have heard since then that he wasn't the president at the time, but I didn't know it at that time.

Q. Do you have any personal knowledge of the picketing that went on on September 25, 1950?

A. I was up at the job that day.

Q. What time were you there and what did you see?

A. Well, I was there about—I would say around nine, between nine and ten o'clock, and I saw some person, though I couldn't identify the person, carrying a sign saying, "This is not a union job" and "Richmond Trades Council" under that.

Q. And that picketing was continuing while you were there?

A. Oh, yes. I didn't stay there more than half an hour.

Q. What work was being done on the job at the time that this picketing took place?

A. Well, there was some excavating and building of forms, placing of steel and rubbing concrete walls and some plumb-
[fol. 370] ing work.

Q. Do you know what the effect of picketing was as far as men not continuing to work as they had in the previous week?

A. Well, for the week beginning on the Monday on which the picketing started there wasn't any work accomplished in that week at all to speak of. I mean practically nothing was accomplished there.

Q. What men stopped working up there, do you know?

A. The only ones who were left working so far as I know were the plumbers and the helpers. Of course, the superintendent and the timekeeper stayed there.

Q. Who had gone off?

A. Who left the job?

Q. Yes.

A. Well, the carpenters left the job and I don't know about any—I do know about this plumber's helper leaving the job, but as to the men coming to the job before work started I don't know of my personal knowledge anything about that.

Q. Were there any ironworkers working while you were there on Monday, September 25th?

A. No.

Q. Had they been working the previous week?

A. Yes. I don't know about these particular men be-
[fol. 371] cause I don't know hardly any person's name, but as far a- placing the steel is concerned they had been placing steel for maybe four or five weeks.

Q. And you were still engaged in that operation or planning to engage in it on Monday, the 25th of September?

A. Yes.

Q. And there were no rodmen there to do that?

A. No.

Q. When were you able to obtain rodmen?

A. Well, I called this fellow who had been doing some work for us—I don't know whether I called him on Monday or Tuesday. I didn't call him; I called their superintendent in Williamsburg and he got in touch with him and I think he came up Wednesday, but he was already engaged in doing some work for some other people and he couldn't get him men off of that job until Saturday and I am quite certain they came up on Saturday with four or five men and we got quite a bit of steel placed from him that day so we could finish on Monday with the pouring.

Q. Would it have been possible for your workmen to make any progress up there with the men you said were gone leaving only those there that you testified to?

A. No, it wouldn't have been possible to have made any progress at all without those men or some others to take their place.

[fol. 372] Q. What was the effect of this picketing on the job and how long did that effect continue?

A. Well, of course, for this particular week there was no work accomplished to speak of. By the beginning of the following week the job got to going pretty well.

Q. By what time?

A. The beginning of the following week.

Q. When the picketing stopped did some of the men who had gone off come back after that?

A. Yes, they did; the carpenters came back.

Q. How about the plumbers' helper; did he come back?

A. Yes, I understand he came back, but I am not certain of my own personal knowledge. I don't know whether he came back, but I do know the carpenters came back.

Cross-examination.

By Mr. Stallard:

Q. Do you know Mr. Louis Rustad?
A. Yes.
Q. How long have you known Mr. Rustad?
A. I have known Mr. Rustad maybe ten years.
Q. He is a man of the highest integrity, isn't he?
A. I don't know of anything against him.
Q. You have been dealing with him practically ten years?
[fol. 373] A. Off and on.
Q. Does your firm have a contract with the carpenters' local?
A. No, sir.
Q. Does it have an understanding it will use union labor?
A. Not specifically that I know anything about.
Q. Have you been using their carpenters for a number of years?
A. Well, I reckon we have in Richmond.
Q. You say that you had a completion date of July 15th, 1951 in your contract?
A. That is the contract date, yes.
Q. Is there any penalty in the contract?
A. No stipulated liquidated damages.
Q. Do you think you will complete the contract by July 15th?
A. I don't know. We are having some trouble right now as well as everybody else, and can't get the steel.
Q. Is the school being built for colored children?
A. That is right.
Q. I believe you let the sub-contracts out on competitive bidding?
A. Generally speaking, yes.
Q. You weren't interested in whether the sub-contractors [fol. 374] were union or non-union?
A. Not particularly, no.
Q. If all of them had turned out to be non-union or all

turned out to be union, if the bids were all right and the sub-contractors were reputable, you would have let them to the low bidders?

A. Generally speaking, that is what we do.

Q. You stated some information that you had been informed by your superintendent. Could you have misconstrued some statement he made or been misinformed?

A. That I don't know. I got the information from the job about the business agents having been up there to the effect that they were going to picket the job and that not only those who belonged to the Richmond Trades Council, but those who did not belong to the Richmond Trades Council, would honor the picket line and no union man would cross it.

Q. You don't know exactly the words you did get and your construction might have been wrong of the words you received?

A. Well, I don't hardly see how the sense of it could have been wrong. It may be that the exact words weren't used but the sense of the information in the allegation is the information that we got. I want you to remember that this thing occurred approximately sixty days subsequent to the time of this meeting that the business agents had on [fol. 375] the job.

Q. Non-union sub-contractors call on you to get work, do they not, for themselves?

A. Oh, yes, they call indirectly and directly.

Q. They sometimes send their superintendents and office men?

A. No, not as a rule.

Q. Usually the sub-contractor himself comes?

A. What generally happens a lot of the jobs are not solicited in that way. The plans are on file at the Builders' Exchange and they get the plans and take off the job there and then send us a bid. Sometimes we get bids we don't know whether they are from union sub-contractors or non-union sub-contractors. If a fellow starts in business in Richmond now he probably makes the rounds whether he is union or non-union, and goes around to all the general contractors to solicit business.

Q. Did you do the job on the Patent Office?

have changed materially in the last three years. To some extent they were affected by this right-to-work law because sub-contractors all over the State and general contractors over the State bid on work in various and sundry places and all of us have to compete one against the other. So that our policy has of necessity changed to some extent in the last three years.

Q. You know that union men work with non-union men on projects, do you not?

A. Well, it looks like they won't work on our job that way. I don't know.

Q. You have had contract after contract since the right-to-work act, haven't you?

A. Well, we have had—in Petersburg they work that way; that is, not any single union, but we had a non-union plumbing and heating contractor over in Petersburg and it so happened I think, although I am not certain about this, the electrical sub-contractor was union; I think he was, but I am not certain. I know the paint sub-contractor was——

Q. You wouldn't say on all your projects since the right-to-work act was enacted that you have had non-union men working for non-union sub-contractors, have you?

A. I would expect we have.

Q. All of them?

A. All of them?

[fol. 380] Q. Yes.

A. You mean all sub-contractors——

Q. Being non-union.

A. Oh, no.

Q. It has been a mixture?

A. Yes.

Q. So if you had a mixture, they were bound to work on the project?

A. I say that wasn't in Richmond. We have been doing a good deal of work out of town.

Q. The locals here in Richmond have jurisdiction in Petersburg, don't they?

A. No sir, I don't think they do.

Q. They have a plumbers' local in Petersburg?

A. It may be that the plumbing and heating local has jurisdiction over there, but so far as the other trades I

don't know, and I don't ever know them. As a matter of fact, this is the first union trouble we have even had. So I don't know much about this thing.

Q. In the last four years on the average how many projects have you had each year?

A. I couldn't say, Mr. Stallard, without looking at the records.

Q. Would you take a guess or rough estimate?

A. No, I couldn't even give you a rough estimate.

[fol. 381] Q. You have had at least ten or twelve projects?

A. In the last four years?

Q. Yes.

A. Oh, I guess we have.

Q. And they have been right good sized projects?

A. Yes, some of them.

Q. On all of them you had to use union and non-union sub-contractors in some phases?

A. Yes.

Q. Would you say that half of those projects were in the Petersburg-Richmond-Fredericksburg area?

A. Half of them being what?

Q. In this area here of Richmond?

A. I expect they have.

Q. Then you have used sub-contractors that employed union and some that employed non-union in this vicinity?

A. Yes, we have, but the biggest trouble about this whole thing is that that condition applied not only to us, but to a number of other sub-contractors and then on this particular job insofar as the Richmond Trades Council is concerned, it appears that they have taken a different attitude or that they did take a different attitude altogether and that is one thing we didn't quite understand and don't understand it now.

Q. Before the right-to-work act a union sub-contractor's [fol. 382] men would work with a non-union sub-contractor's men, would they not?

A. I don't know whether they would or not. I don't have any specific example to refer to; I don't know.

Q. You wouldn't deny it if the testimony showed that that had been going on for twenty years, would you?

A. I wouldn't be in any position to deny it if the facts substantiated it. I wouldn't know.

Q. You have a general idea of the contractors here in Richmond that build homes?

A. Yes, I know some. We built some ourselves.

Q. Don't you know there aren't any union contractors that build homes in Richmond?

A. No, I don't know that because we built some and at that time we were doing mostly union. That may be the reason why we had to get out of it; I don't know.

Q. Do you know why the picketing began on September 25, 1950?

A. Do I know why it began?

Q. Yes.

A. The only conclusion that I can come to is they wanted to make this one hundred per cent union and in doing that we would have to lay off a non-union man that we had. That is the only reason I know of.

Q. Now the picketing didn't cause any of your non-[fol. 383] union men to leave, did it?

A. No, it didn't. The picketing was only for a very, very short time. I don't know what the result would have been had it been extended over a longer period of time.

Q. Have you ever heard of a non-union man joining a union because of a picket being put on the job?

A. No, I don't know of any specific case of that kind, but I do know that non-union men do join the unions.

Q. But you don't know why they join, do you?

A. No, sir, I don't.

Q. You had no control whatsoever over the employees of your sub-contractor, did you?

A. Well, I won't say we didn't have any control because our sub-contractor agreement does give us control over the job and the progress that he makes generally.

Q. But you couldn't demand they join the union or not join the union?

A. Of course not; we couldn't do that.

Q. All you wanted was the work done?

A. The progress of the work. We do have a provision in there if some workman we don't think is all right why we can request him to lay him off.

Q. Did Mr. Joinville ask you to get any of your non-union men to join this local union or any other local union?

A. He didn't ask me to do that, no.

[fol. 384] Q. Did any of your non-union men leave the job —I believe I have asked you that.

A. No, none of the non-union men left the job except that one that was working for Mr. Talley.

Q. How is that?

A. Mr. Talley's man left the job.

Q. But I believe you say he came back?

A. That is right, and so did the union men after the picket line was removed.

Q. You employed some rodmen after the picket was removed, did you not?

A. Yes.

Q. Were they union or non-union?

A. I really don't know.

Q. Would you say Richmond had more non-union craftsmen than union craftsmen, meaning plumbers, carpenters, rodmen, painters?

A. In some lines I believe they do have more union than non-union. That is just a belief.

Q. Could you build the school here in question if you were permitted under the law to do it without employing union men?

A. Well, I don't know whether we could or not.

Q. You just don't know?

A. I don't know. We have never tried to do a job [fol. 385] altogether that way.

Q. You really have never been interested in that at all?

A. That is right.

Q. Do you know the requirements to get into Local No. 10 or the plumbers' and steamfitters' union?

A. No, sir.

Q. You do know that they have an apprenticeship in the union?

A. I am quite certain of that, but I don't think it is always adhered to by reason of people joining the union in other places by reason of emergency and then staying with the union and the union not getting rid of them.

Q. You have had union contracts before the right-to-work act?

A. Yes.

Q. You had a scale of so much for helpers and apprentices?

A. That is true.

Q. Didn't the scale increase each year the apprentice was with you or with the union so they got more money until they became journeymen?

A. That is right.

Q. Now you wouldn't go so far as to say that Mr. Talley's plumbers could go and join the local union without being [fol. 386] qualified journeymen, would you?

A. I don't know what the union's qualifications are, but I do know this: I think it has been the general practice during an emergency period that a lot of men are taken in, not only the plumbers' and steamfitters' union but all unions, who are not really maybe qualified and they let down the restrictions during that period, but they didn't kick them out of the union when the period was over. They have stayed in on their own merits I imagine because people wouldn't work them if they didn't to some extent.

Q. They stepped up professional courses during the emergency, didn't they?

A. They probably did. I don't know what you are referring to right now.

Q. The doctors and dentists?

A. Yes, they did.

Q. Even graduates of West Point graduated quicker?

A. Oh, yes. I don't say there is anything wrong with it, but the qualifications of a specific thing are relaxed at times and strengthened at other times.

Q. Could you testify here just how many union men walked off the job?

A. Walked off?

Q. Yes, sir.

A. I can only give you an idea and that is there were [fol. 387] two carpenters working on that day and they walked off.

Q. They don't belong to the Building Trades Council?

A. I understand they don't.

Q. You haven't sued any sub-contractors for their men walking off the job?

A. No, we haven't had any occasion to do so.

Q. You could have called those sub-contractors and they could have furnished you other men under your contract, couldn't you?

A. Well, they are obligated to do so under the contract.

Q. You didn't call them?

A. As I say, the difficulty about this thing or rather the good thing about it is that the picketing did not last but a day and a half and naturally there wouldn't have been any reason to raise a lot of heck in a day and a half. We don't generally do business in that way. If we can keep away from getting into any argument, that is what we want to do. So a day and a half time wouldn't have been sufficient to start any trouble between any of the people.

Q. You, of course, wanted to complete your contract there?

A. Naturally.

Q. You felt under the law of this country you had a right to go ahead and complete your contract?

[fol. 388] A. Sure. We were obligated to complete the contract. That is what we took it for.

Q. Those carpenters that walked off, was that a voluntary act on their part?

A. So far as I know.

Q. No compulsion?

A. I didn't hear anybody say anything to them that they had to walk off, but I do say this—now here again is hearsay—that Mr. Rustad said the carpenters' local would cooperate with the Richmond Trades Council even though they weren't members of the Richmond Trades Council.

Q. That is a voluntary thing, though, isn't it?

A. I don't know how Mr. Rustad could make that statement in the absence of not knowing that that was the general practice and you might say a general rule of the members of the unions, and that that was the basis for him making that statement.

Q. You wouldn't go so far as to say that the sub-contractor couldn't have replaced these men that walked off in a short while?

A. I don't know whether he could in a short while. If there weren't many men involved at that time he probably could, but I don't know.

Q. You have been in the contracting business for a long time and know about how you can secure the men?

[fol. 389] A. I don't know how you can secure plumbers and plumbers' helpers because we haven't had any occasion to hire them ourselves.

Q. I am talking about the sub-contractor.

A. That is what I am talking about.

Mr. Moore: What sub-contractor?

Mr. Stallard: I asked the witness if the sub-contractor——

The Witness: I thought you were talking about the plumbers.

Q. Well, say the plumbing and steamfitting contractor?

A. Well, that is what I answered. I don't know what difficulties he might have because we haven't had any occasion to hire any plumbers or helpers or steamfitters.

Q. As a matter of fact, you couldn't hire them directly, could you—union plumbers and steamfitters? You couldn't hire them directly, could you?

A. We could under certain circumstances.

Q. You are not a plumbing contractor?

A. I don't know that we could hire a union plumber or helper, but we could probably hire a non-union one.

Q. You are not certified as a plumbing and steamfitting contractor, are you?

A. No, sir.

Q. I believe you yourself admit that the picketing in this [fol. 390] case did not compel the non-union men to go and join the union?

A. Not compel them to do it?

Q. Yes, sir.

A. If the picketing had gone on long enough, it may have done it. I don't know what the results would have been.

Q. That is just surmise on your part?

A. I don't know and I don't think anybody else knows what the result of extensive picketing would have done to this job.

Q. You say you don't know why the union men walked off the job?

A. I know why they walked off specifically because the picket line was there.

Q. But you don't know whether it was anything but a voluntary act on their part?

A. No, I don't.

Q. Only respect for the picket line?

A. The only thing I know Mr. Rustad made the statement they would honor the picket line.

Q. Was the statement on the sign carried by the Richmond Trades Council correct: "This is a non-union job"?

A. "This is not a union job." Well, I don't know what you would call a union job.

Q. Would you describe a union job as being one hundred [fol. 391] per cent?

A. You might say a union job that has fifty-two per cent, maybe fifty and a half per cent, but that isn't what Mr. Joinville wanted. He wanted one hundred per cent.

Q. It wasn't a union job in that it wasn't one hundred per cent?

A. That is right.

Q. Have business agents of local unions been calling on you at your office for a number of years?

A. Well, I reckon they have been to see me, excluding Mr. Joinville and Mr. Cochran, maybe three times in ten or twelve years.

Q. And their purpose for coming would be to solicit business so to speak for the sub-contractors who employ their members?

A. Well, not necessarily so, Mr. Stallard. They have come to talk about maybe they wanted to ask for more money and see how we felt about it and maybe they were thinking about adjusting the working conditions to some extent and wanted to know how we felt about that. I can't recall of any instance where any union man in Richmond has come to see us about soliciting a job for union workers.

Q. You stated I believe that you perhaps could not hire union plumbers and steamfitters directly?

A. Possibly so. I don't know the regulation on that.

[fol. 392] And further this deponent saith not.

(The further taking of depositions in this cause was adjourned to April 10, 1951, at the same place.)

[fol. 393] Offices of Tucker, Mays, Cabell and Moore

State Planters Bank Building, Richmond, Virginia

April 10, 1951.

Met pursuant to adjournment.
Present: Same counsel as heretofore noted.

Mr. Moore: I want to put in evidence Section 182, Page 55, of the Constitution, By-laws, Rules of Order and Jurisdiction of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry.

Mr. Stallard: The remainder of the book is offered by counsel for the defendants.

(Filed and marked Exhibit No. 1)

Mr. Moore: I want to put in evidence Section 303, page 104, of the Constitution of the Brotherhood of Painters, Decorators and Paperhangers of America, reading as follows:

> "Any member going to work on a job declared unfair and non-union shall, after trial and conviction, be disciplined as the District Council or local union may decide."

[fol. 394] Article 14 of the By-laws of Local Union 1018 of the Brotherhood of Painters, Decorators & Paperhangers of America, reading as follows:

> "No member of this local shall be allowed to work at his trade with a non-union painter or for a non-union contractor."

I am offering only the sections indicated.
I would like to ask Mr. Jo[illegible]lle a couple of questions.

J. F. JOINVILLE, called on behalf of the complainants, being first duly sworn, deposed as follows:

Direct examination.

By Mr. Moore:

Q. Mr. Joinville, you went with Mr. Cochran to Mr. Graham's office on the 28th of July, 1950, for a conference with Mr. Graham, did you not?

A. I believe that is the date.

Q. Who arranged that conference with Mr. Graham?

A. I think the secretary did.

Q. Whose secretary?

A. The secretary, I believe, of all the business agents. We have a secretary we all employ.

Q. Did she call Mr. Graham the previous day, the day [fol. 395] before you went over there, to arrange the meeting?

A. I believe she did, according to my memory. I am not quite certain whether it was the day before or that day that we went over to see Mr. Graham. I wouldn't want to take an oath it was the day before or that day; it was previous to the conference we had.

Q. As a matter of fact, don't you know that your secretary did arrange this meeting the day before you all went there and asked Mr. Graham what time he could see you?

A. Certainly; it is no question about that.

Q. She did do that the previous day.

A. I am not positive. I wasn't on the other end of the conversation, but either the day before or that day we asked for a conference with Mr. Graham.

Q. Now at whose suggestion did she call Mr. Graham?

A. My suggestion.

Q. At your own personal suggestion?

A. I assume it was at my suggestion that she called because I wanted to talk to Mr. Graham.

Q. How long before she called did you suggest to her that she call and make arrangements?

A. I couldn't remember that.

Q. Would it be the same day?

A. I assume it was. I assume it was within about a

minute or two after I asked her to call she would place [fol. 396] the call. She is in the habit of placing those calls when we ask her.

Q. Was Mr. Cochran there when you got her to call?

A. I wouldn't say whether Mr. Cochran was there or not because Mr. Cochran has a separate office from mine. I have an office of my own and I have a phone listed under the Plumbers & Steamfitters; Mr. Cochran has an office and his phone is listed under another heading.

Cross-examination.

By Mr. Stallard:

Q. Mr. Joinville, you didn't seem to be sure of your date nor the time your secretary made an appointment with Mr. Graham. Did you attribute any importance to the routine of calling?

A. No, it was just a routine call and I don't remember too clearly whether she got Mr. Graham immediately or he wasn't in the office. I assume I instructed her to call Mr. Graham for the appointment.

Q. You say "secretary." You just mean some girl secretary?

A. Yes, to answer our phone and do our stenographic work.

Q. You don't know whether it was on the day you went or the day before?

[fol. 397] A. I couldn't swear to it.

Q. How long ago has it been?

A. It has been sometime now, going on almost a year, ten months, something like that.

Redirect examination.

By Mr. Moore:

Q. Who was your secretary?

A. A secretary by the name of Mrs. Lawrence.

Q. Does she still work there now?

A. No, she doesn't work there now; she left.

Q. Where did she go, do you know?

A. She is working for either the Veterans' Bureau—she is working for some Government agency.

Q. Here in Richmond?

A. Yes, sir.

Q. Do you know her home address?

A. I haven't it exactly. Her mother lives very close to where I do on the Three Chopt Road or her family does, within a half a block. She has some address off Patterson Avenue some place.

And further this deponent saith not.

[fol. 398] O. J. GRAHAM, being recalled for further examination on behalf of the plaintiffs, deposed as follows:

Direct examination.

By Mr. Moore:

Q. Mr. Graham, you were present when L. C. Jepsen testified in this case on the 29th of March, 1951, were you not?

A. Yes.

Q. Do you recall in his testimony in answer to a question put to him by Mr. Stallard reading as follows: "How many feet apart were they standing around would you say?" and Mr. Jepson answered: "I would say all of them could get in that offset." (Indicating an offset here in the office where he was testifying.) Have you measured the offset to which the witness referred?

A. Yes.

Q. Would you state what the measurement is of that offset?

A. 6 feet 9, by 10 feet 9.

Q. 6 feet 9 inches——

A. By 10 feet 9 inches.

Q. What is the shape of that offset?

A. It is rectangular.

[fol. 399] Cross-examination.

By Mr. Stallard:

Q. Mr. Graham, do you work ordinarily on Saturday?

A. Not ordinarily, no.

Q. All of your work stops on Saturday?

A. I wouldn't say all of it does. It depends on the circumstances.

Q. What about this particular job; are you working on Saturdays?

A. Sometimes on Saturdays some of the men work. I wouldn't say we work all of them.

Q. Are there some Saturdays nobody works at all?

A. There would be some Saturdays.

Q. Now if they work on Saturday, what would be the pay? Would they be paid regular pay or time and a half or double time?

A. Well, I don't know——

Q. Take the carpenters. They work directly for you, don't they?

A. Yes, sir. I imagine they would get time and a half.

Q. What about Mr. Talley's plumbers; do you know about that?

A. I don't know anything about the rates he pays.

Q. What about your steel men?

[fol. 400] A. You mean——

Q. The ironworkers they call them.

A. The rodmen?

Q. Yes.

A. I would say they would get the regular union rate.

Q. Would that be time and a half?

A. I don't know whether it would be time and a half or double time; I don't know.

Q. Now assuming that you missed two days—say your four carpenters missed two days or three days or four days and your ironworkers missed and the plumbers missed, how long would it take you to make that time up if you worked them on Saturdays?

A. If we worked them on Saturdays?

Q. Yes.

A. On one day?

Q. Yes, on one day.

A. No, I don't think so; we couldn't make it up in one day.

Q. How long would it take you?

A. It would depend on a whole lot of things, Mr. Stallard. In the first place, if those days you are talking about were

good working days; I mean where the weather was good, that is one thing. If the weather was bad and they couldn't [fol. 401] work anyway that is another thing. It just depends on the circumstances. I mean I couldn't say how long it would take to make up that time.

Q. How long would it take to make up one day if they lost one day; say four carpenters lost one day?

A. Four carpenters lost one day?

Q. Yes, sir.

A. I don't quite understand.

Q. Could they make it up on a Saturday, working all day?

A. That is another question, Mr. Stallard. It depends on the type of work that the carpenters were doing as to whether other workmen's work depended on what they accomplished that day.

Q. You say other workers. What do you mean?

A. Well, I mean if the carpenters were putting up forms, for instance, and the rodmen could follow right along behind them putting up steel, that is one thing, but if they were doing work that no other work depended on, why that is something else. I don't know just how to answer that question.

Q. As I understand, you had about four carpenters that walked off this job?

A. Right, sir.

Q. The rodmen didn't come on that day at all; they [fol. 402] stayed away?

A. As I understand it, that is true.

Q. Therefore, if the rodmen would come in on Saturday with those four men, could they have done the work on Saturday that wasn't done on say Tuesday and Wednesday?

A. On Tuesday and Wednesday?

Q. Yes.

A. Not ordinarily, no.

Q. Could they have done it on two Saturdays?

A. No, because it would be a lot of work intervening between the two Saturdays. You can't make up work on Saturdays that wasn't performed or was to be performed prior to that Saturday.

Q. How long would you estimate?

A. Well, on Saturdays it couldn't be made up at all.

Q. Could never be made up?

A. Couldn't be made up, no. I don't see how that could be done.

Q. Now let me ask you this question. Assuming you lost two days on account of rain or bad weather and you only had four carpenters and two iron men, how long would it take to make up that time? It rained two days, now.

A. Well, it would take two days to make up that time.

Q. All right, sir. Now, assume——

A. Consecutive days, I am talking about.

[fol. 403] Q. Now, two plumbers, and it rained; would it take two days?

A. Maybe the plumbers could be working in a place where the rain didn't affect them; I don't know.

Q. I am asking on this job. You didn't have any overhead covering?

A. They had some work in the old building.

Q. The old building?

A. Yes.

Q. Let's assume it's on this new building; I don't believe it had gotten to that stage yet?

A. Where they were working on the inside?

Q. Yes.

A. Oh, yes, they had; the old building.

Q. I am talking about the new building you contracted for.

A. All of it was under the same contract, the work on the old building and the new building.

Q. Did you have some people working in the old building on this particular day?

A. I couldn't answer that. I know there was work done in the old building, being done at the same time.

Q. But you couldn't answer whether the plumbers were over there, or where they were?

A. No.

[fol. 404] Q. I don't believe the plumbers left the job, did they?

A. Only as far as one helper is concerned.

Q. And I believe one of your foremen testified he came back?

A. At some later date; I don't know just what date that was.

Q. He was a member of the printers' union, wasn't he?

A. Yes, so they say.

Q. Did you have any ordinary shack, you call it, or tool house on this job on July 25th or on September 25th?

A. Oh, yes.

Q. Both dates?

A. So far as I can remember, that is true. I am not certain about July 25th. Those buildings were being torn down—were in the process of being torn down and we were using one of the buildings that wasn't torn down and I don't know just whether the people had moved out on this particular day or not.

Q. What was the amount of the contract, the bid you had?

A. In round figures, $675,000. I don't remember the exact figures.

Q. How many men are you working on the job approxi-
[fol. 405] mately today?

A. I don't know. I will tell you today there may not be hardly any because it was raining this morning and whether they came in or not, I don't know.

Q. Could you secure for me a list of your men on the payroll for the last week or ten days?

A. Yes.

Q. Do you mind putting that in the record?

A. Unless counsel objects.

Mr. Moore: What is the purpose of this request, Mr. Stallard?

Mr. Stallard: I might not want to declare it at this time.

Mr. Moore: I don't see it is material to what has gone on so far.

Mr. Stallard: You are representing Mr. Graham and I am representing my clients and if we get in the Court of Appeals I might have a whole lot of argument up there.

Mr. Moore. I understand that is the basic difference that has existed between us all the time, but we have certain issues set up in the pleadings in this case and I don't see that the payroll of Mr. Graham for the past week has anything to
[fol. 406] do with it. We will take it under consideration.

Mr. Stallard: You refuse to?

Mr. Moore: I don't refuse, but you refused to state the purpose for which you want it. Under those circumstances,

we will consider it and if we conclude not to furnish you with it we can take it up with the Court and see what is proper under the circumstances.

And further this deponent saith not.

Mr. Moore: Counsel for the complainants desires to state at this time on behalf of the complainants that until the end of the construction work on the George Washington Carver School it is not possible for the complainants to properly evaluate and give complete evidence as to their claim for damages and for that reason additional evidence with respect to damage is not being offered at the present time.

Mr. Stallard: The defendants are entitled to a speedy trial and their rights to picket have been enjoined. It has been testified to by the complainants that four carpenters walked off the job and one helper of their ironworkers. It is obvious that any damage would be very nominal, if any. [fol. 407] Therefore, counsel for the defendants must ask the Court to hear the issues in question here immediately and will ask the Court after the defendants have finished their case to hear this case on its merits. Counsel does not agree to permit the complainants to delay this case until the question of whether his clients can picket has become a moot question. If this were permitted, then a complainant would have in his possession a right to delay a case indefinitely. It is respectfully submitted that the defendants have a right to a speedy trial. This case was brought by the complainants and they should have known when they alleged damages whether they could prove damages.

Mr. Moore: Counsel for complainants states that Mr. Stallard is laboring under a misapprehension with respect to the complainants' position here. We have no desire to delay a hearing on the merits as far as the injunction is concerned, but are simply in a position where we do not feel it is possible to put in full and complete evidence with respect to the question of damages. We are perfectly willing and ready to go before the Court on the merits with respect to the injunction, which is all that is involved insofar as picketing is concerned, as soon as defendants have completed their evidence and are not asking that matter be delayed for completion of this job.

Mr. Stallard: May I ask counsel if he has read the order [fol. 408] in the case styled Rountree Building Corporation v. Local 1018 Reynolds Row which was handed down by the Supreme Court within a period of three weeks?

Mr. Moore: I recently read a newspaper article that the petition for a writ of error in the Rountree case had been refused by the Virginia Court of Appeals and I understand you represent the petitioner in that case, but I haven't seen an official copy of any order.

Mr. Stallard: The Supreme Court said they wouldn't consider the case unless the damage question was there. Therefore, I can't go forward with my case; I am bound to have the damage question settled.

Mr. Moore: Complainants, in view of the objection made by counsel for the defendants, are proceeding at this time to put on such additional evidence respecting damages as is available to them at this time without waiving their rights, should they have the right, to further develop this evidence and submit additional evidence due to the circumstances here involved that the job is not completed and that the time of completion of the job may be an element of damage.

[fol. 409] O. J. Graham, being recalled for further examination on behalf of the complainants, deposed as follows:

Direct examination.

By Mr. Moore:

Q. Mr. Graham, you have testified that the general effect of the picketing of the George Washington Carver School in September was to substantially shut down the progress on that job about a week or, if I am not stating your testimony correctly, would you state it?

A. I should say it was a week—full work week.

Q. Do you have any means of calculating the direct out-of-pocket expense or loss occasioned Graham Brothers as a result of that shut-down for a week?

A. Yes. The superintendent was—we pay him on the basis of whether they work or don't work, it doesn't make

any difference; he is on a salary. His salary, if I remember correctly, was $125 a week. The watchman's salary was somewhere between $30 and $40, I would have to verify that, and I don't know now whether we had two watchmen at that time or just one. In addition to that it may have resulted in having to pay other weekly salaried people for a week or more, and those would be the bricklayer foreman and the timekeeper. The bricklayer foreman gets $100 a week and the timekeeper, offhand I would say, about $40 a week. Of [fol. 410] course, that can be verified.

Q. You said that it may have caused that additional loss. Do you know whether or not it did?

A. No, I don't know at the present time.

Q. Why not, sir?

A. Because one week's delay during a period of good weather may result in a number of weeks delay later on. It depends on whether the job could have been under roof at a certain period or not, and there are a number of factors that I don't know whether resulted, or not, and I would have to find out about them.

Q. Would the determination of those factors have to await the completion of this job?

A. They would have to wait, in my opinion.

Q. You testified, I believe, in response to a question by Mr. Stallard that there was no provision for liquidated damages in the contract which you have for the school? What is the situation under your contract in event you do not finish on time?

A. Well, in my opinion it would be a damage proposition and what the damages per day would be to the School Board I don't know.

Q. In other words, you are under a contract to complete on or before July 15, 1951?

A. That is right.

[fol. 411] Q. And the contract simply calls for completion by that date?

A. Yes, without naming any liquidated damages.

Q. And naturally at the present time you are unable to tell whether you will finish that job on time?

A. No, we can't tell yet.

Cross-examination.

By Mr. Stallard:

Q. Mr. Graham, I believe it has been testified there weren't any bricklayers on the job?

A. That is true.

Q. Therefore, you would not need a foreman, would you?

A. No, not at that particular time.

Q. Did you have a timekeeper on the job when only twelve people were working?

A. I don't recall. We can find out. I just don't know.

Q. Your superintendent didn't quit on the job because four carpenters walked off; he still stayed on the job?

A. Yes, he did.

Q. The watchman would have to be on at night, wouldn't he, whether the job was going on or not?

[fol. 412] A. That is very true.

Q. Now you have got a contract with the Richmond School Board to complete that job by July 15, 1951?

A. Yes, sir.

Q. Do you know whether they are going to bring any suit against you if you completed the job by say August 15th?

A. No, sir, I don't know.

Q. They would have a right to sue you anytime they wanted to under the contract, wouldn't they?

A. I imagine they would.

Q. In a certain specified limit, of course. When does the school open in Richmond?

A. It is either the first or second week in September, I am not certain which.

Q. You have not contemplated suing the carpenters that walked off who were your employees, have you?

A. I haven't given consideration to any of that as yet.

Q. You had a contract with those carpenters to work for you, did you not?

A. I don't know of any contract we had for them to work for us.

Q. You employed them, did you not?

A. Yes, sir. We didn't have any stipulated time they [fol. 413] should work for us.

Q. They could leave anytime they wanted to?

A. Sure, they could.

Q. That would be a question that would be decided by them at anytime if they worked until twelve o'clock one day and left?

A. Yes.

Q. You would just replace them with four other carpenters?

A. If it were possible to do it within a certain time, whatever time it was decided to replace them.

Q. You said a helper I believe of the ironworkers walked off?

A. I don't remember having said that.

Q. Was he a helper of the plumbers?

A. Of the plumbers.

Q. Did you call and ask Mr. Talley, the contractor, to replace that helper?

A. I don't know that it was done; I didn't do it.

Q. Do you contemplate suing Mr. Talley for any damages you might sustain?

A. I haven't given any consideration to that as yet.

Q. Just how much damage do you think Graham Brothers sustained in dollars and cents by this work stoppage for a day and a half, or a week, if you desire to put it that [fol. 414] way?

A. I don't know. I don't know how to estimate it at the present time.

Q. You heard your superintendent say some of the men came back on Friday?

A. Probably so.

Q. You don't know whether the plumbers continued their work or not, do you?

A. I imagine they did.

Q. I am talking about on Wednesday or Tuesday morning.

A. I rather think they did, although I am not certain about that.

Q. You wouldn't want to give an estimate at all as to what damage you sustained here?

A. Other than what I have already given.

Q. Could you estimate what your payroll was running in dollars and cents on September 25th?

A. I think it has already been exhibited here; I don't know whether it was copied or not.

Q. Your payroll is certainly running a larger sum now, isn't it?

A. Oh, yes, of course.

Q. You had then just gotten the job started, so to speak?

A. We always have to start every job.

[fol. 415] Q. It wasn't as fully developed as it is now?

A. Oh, no; couldn't have been.

Q. A picket line right now would damage you considerably, wouldn't it?

A. It depends on how long it went on.

Q. If it ran a week or two?

A. It would probably damage us right much.

Q. I believe it has been testified there were four carpenters that walked off the job?

A. I think that is right.

Q. And one helper of the plumbers?

A. Yes.

Q. Actually there were five men that left the job then?

A. I wouldn't say that.

Q. You wouldn't say that?

A. No, sir. The rodmen weren't working and the reason they didn't, I think it has been testified, was they knew of this picketing, knew the picketing was going to take place.

Q. That was only hearsay testimony. Nobody has come here and testified to that effect, have they?

A. Well, I don't know what you call testimony other than what was stated.

[fol. 416] Q. That was stated by your superintendent, wasn't it?

A. I think so.

Q. He talked to someone down on Broad Street, one Sunday?

A. No, no; that was another person. I think if you read the testimony again there were two different individuals involved. One of them, I can't recall his name—none of the men's names that I know—Battles was considering coming to work on the job again, but he had heard there was going to be some picketing, so he didn't come to work at all, and he wasn't involved at the date when the picketing

started. There were two other ironworkers that didn't come on the job.

Q. Did you hire the ironworkers directly yourself?

A. Our organization; they worked for Graham Brothers.

Q. Have you contemplated suing the ironworkers that walked off?

A. We haven't given consideration to that yet.

Q. How did they take that job, the ironworkers; in a lump or just by the day?

A. They were working by the hour.

Q. Of course, the plumber had a stipulated sum?

A. Yes.

Q. Now, it is not going to cost you any more in dollars [fol. 417] and cents to get the plumbing work done other than the question of delay?

A. That is right.

Q. And delivery of the building?

A. That is right.

Q. It is not going to take any more carpenters to complete the work, the same number of carpenters will be needed to complete the job, but there would be a delay of some few days, is that correct?

A. No, that isn't the way it works. Sometimes on a job you can work only so many carpenters, but in the final analysis, if those carpenters didn't work that particular day or those particular days, it may delay the job a month. That is something that has to be determined because it depends a good deal on working conditions and on the progress the job would have had in the meantime and all those things. So I don't know just what you want me to answer.

Q. Do you want the Court to understand four carpenters walking off the job for say a day and a half or two days might delay the job a month?

A. It may.

Q. Do you recall what you stated when I asked you when the job was going to be completed and you gave the time you should complete it? Do you remember the time your thought you would deliver the building?

[fol. 418] A. No, sir, I don't remember.

Q. Do you remember talking about not being able to get certain materials?

A. We were delayed in getting some steel, yes.

Q. If we waited until the end of the case, could you tell the Court how you could decide whether the delay was occasioned by steel rather than the delay by this day and a half picketing?

A. I think what we would have to do would be to make an analysis of all those factors.

Q. You would make an analysis of all those factors, but could you then definitely get on the stand and say "I take the position that the delay was occasioned by the picketing instead of delay in getting the materials or instead of rain"?

A. If that was the conclusion that was arrived at following the analysis, I would say yes.

Q. Assume any hypothetical question you want, would you be positive; that is, assuming you couldn't get steel for three weeks and assuming it has rained right much in January and February, as many days as you want to, how would you arrive at your analysis?

A. Well, there are a number of facts we would have to take into consideration and until we have all of those at hand I can't answer your question.

[fol. 419] Q. Now you don't know whether you are going to be able to complete the building by July 15th, or not, do you?

A. Nobody knows that.

Q. What is your estimate now?

A. We hope to be able to complete it by that time. That is just a hope.

Q. You just hope?

A. Yes.

Q. If you completed it on July 15th and handed it to the City of Richmond, what would be your damages?

A. Now, that is a hard matter to tell about at this time.

Q. Assuming any condition that you want to, how much could your maximum damage be? Could you say that?

A. No, because I don't have the factors that would make up the damages. I don't have those available now and we won't have them available until the job is finished.

Q. Do you think if you had the job completed and you had all the factors that you have mentioned like the delay in getting certain materials and the weather, do you think that you could definitely say how much you were damaged in dollars and cents?

A. I could do so more definitely than now.

Q. Do you think you could definitely say that?

A. Yes, we would have the facts and days and so on; we [fol. 420] don't have them now.

Q. If you had those facts do you say you could definitely say what the damage would be?

A. To the best of our knowledge and belief, I could say what I think it would be.

Q. Do you recall when you let your orders for all your stuff or let your contracts for all your subs?

A. No, sir.

Q. Have you let all of that now as of this date?

A. I don't know whether we have or not.

Q. Have you let the electric wiring?

A. Oh, yes.

Q. Have you let the painting?

A. Yes.

Q. Have you let all the stone work that is to be done to the school?

A. Yes.

Q. The stone people and the electric people have other contracts besides yours, do they not?

A. Yes, I would say so.

Q. Many times you call them to come in and do the wiring in a house and they can't come there for a week or two because they are tied up somewhere else?

A. That depends on the circumstances. We may insist on them coming the day we want them.

[fol. 421] Q. What if they are unable to do so?

A. We don't know whether they are unable to do so or not.

Q. What if they tell you "We are tied up"?

A. We would say come on anyway.

Q. Have you a contract to get them whenever you call them?

A. Yes, sir.

Q. Is that stipulated in your contract?

A. It is stipulated in the contract they are to keep up with the progress of the work without notice to us.

Q. Have you a sample of one of those contracts, say with the electrician?

A. Yes.

Q. Would you mind submitting it to the Reporter or let me have it and I will submit it to the Reporter?

A. If my counsel has no objection, I don't have.

Q. Did you place your order for all of the steel as quickly as you got the job?

A. I would say we did.

Q. Do you actually know or is it just a surmise?

A. I wouldn't say as soon as we got the job, no. We never place a job as soon as we get it; we always place it subsequent to the time we get it.

Q. Did you place some of those contracts subsequent to [fol. 422] September 25, 1950?

A. Subsequent to that time?

Q. Yes.

A. Yes, I expect we did.

Q. You would say you placed some of them subsequent to that time?

A. I would think so.

Q. What scarcity of material did you have, or do you have at this time?

A. Steel and plumbing and electric material—I would say there is quite a scarcity, although we haven't been delayed by any electrical work or plumbing as yet.

Q. Has the plumbing work been completed?

A. No, sir.

Q. Has all the reinforced steel been completed?

A. Substantially so.

Q. Has all the carpenter work been completed?

A. No.

Q. I don't believe the carpenter work on the site that day was finish work. It was only just putting up forms?

A. It related to concrete work and foundation.

Q. That doesn't take a skilled carpenter, does it, to do that?

A. Yes, it takes a good carpenter to do that.

[fol. 423] Q. It takes an expert journeyman to do that?

A. Well, he should be trained and a good carpenter.

Q. What is the ordinary profit that you make on a job like this?

A. Well, that is hard to say. We can tell you what we figure, but we don't always make that. It is hard to tell. There isn't any regular profit.

Q. The furniture people often have a mark-up of from 38 to 50 percent. Certainly it is not that mark-up in building and construction work, is it?

A. I wish it were.

Q. What is the usual percentage, running from the minimum to the maximum?

A. I don't know. Ordinarily contractors should get 10 per cent profit.

Q. This contract was what is known as a turn-key job?

A. That is true.

Q. Or firm bid?

A. That is right.

Q. If the school asked for some additions, that would be an additional sum paid to you?

A. Oh, yes.

Q. Has the school asked for any additions?

A. Several minor ones.

Q. Have you got the plans and specifications of those, [fol. 424] or are they just a verbal change?

A. We have plans showing what changes are to be made generally.

Q. All of those are taken into consideration with the completion date of July 15th, of course?

A. Well, I don't know that they are. It depends on the type of work that is involved and when it is to be done and all that kind of stuff. If there is a change in the foundation, of course, that means delay; if it is a change made in the building generally on the interior, it may not mean any delay at all because you can get to that and do that while doing other work.

Redirect examination.

By Mr. Moore:

Q. Mr. Graham, can you find out whether or not the timekeeper was employed on that job that week?

A. Yes, I can find out right here.

Q. Would you do so?
A. Yes.

(Witness uses telephone.)

Q. Have you obtained the information?
A. Yes. We did have a time keeper at $30 a week; the superintendent was getting $125 and the watchman $35 a week.

[fol. 425] Q. The expenses of those men continued regardless of the effect of the picketing on the job?
A. That is right.

Recross-examination.

By Mr. Stallard:

Q. Mr. Graham, did you ever have a period in which you could make up a little lost time?
A. Well, time that is lost is very hard to make up.
Q. Do you have time in which everything seems to go just right and get along a little faster than you expect to get along?
A. Oh, yes, that occurs.
Q. Do you ordinarily finish your job before the expiration date of your contract or are you always a little late?
A. Sometimes we complete them before and sometimes after.
Q. There is nothing in the contract that would give you additional money if you complete it before July 15th?
A. No, sir.

And further this deponent saith not.

(The further taking of depositions was continued.)

[fol. 426] Offices of Tucker, Mays, Cabell & Moore, State Planters Bank Building, Richmond, Virginia, April 30, 1951.

Met pursuant to adjournment.

Present:

Same counsel as heretofore noted.

G. P. JOHNSON, called on behalf of the defendants, being first duly sworn, deposed as follows:

Direct examination.

By Mr. Stallard:

Q. Will you present the constitution of your Brotherhood which has been referred to and give the date of its adoption?

A. January 1, 1947.

Q. Will the members of your local work on a job where there are non-union men who are of the same craft?

A. What do you mean by the same craft?

Q. Is there any necessity of your members working with non-union painters?

A. Not as I know of.

[fol. 427] Q. Why?

A. Well, if a contractor has non-union painters there working, naturally he doesn't ask me for any men.

Q. What if the job were a union job, would there be any necessity of non-union men working on the job as far as painters are concerned?

A. Not as I know of.

Q. Why?

A. Well, the man just would use union labor.

Q. Can you tell me just why there would be no occasion for your men working with non-union painters?

A. Well, if my men were on the job I would assume he would have all union men for the reason he chose to complete his work. If he didn't have enough, some more union men would be available to complete the job.

Q. What are the mechanics of that? What other union men would be available?

A. Other painters.

Q. How do you get the other painters to the union contractor?

A. I have a membership that go from one contract to another. At the completion of jobs they come to me and ask me if any work is available or if I know of anybody that needs anyone. Some go around and solicit their own jobs.

Q. How many union subcontractors are there in the painting business in Richmond, Petersburg and Hopewell?

[fol. 428]

A. How many subcontractors?

Q. Yes.

A. I would assume it is at least one hundred that are licensed and probably twenty-five or fifty of them that are not licensed.

Q. How many subcontractors does your local union have a contract with in Richmond?

A. Seventeen.

Q. Are you in the majority or minority in Richmond as far as union and non-union men are concerned?

A. I would say definitely a minority.

Q. Do you have a written contract with all the union painting contractors in Richmond?

A. I do.

Q. Is this a specimen of the contract you have that I hand you?

A. This is the same in each contract that I have. This is convenient to have the men carry in their pockets and so forth; it is in this book form. The other contracts is word. for word what is in that book.

Q. Will you read from Article 10 from that contract.

A. "Article 10. Section 1. Nothing in this agreement shall operate in contravention of any existing State of Virginia or Federal Laws. If any one or more sections, clauses [fol. 429] or portions of this agreement shall be questioned in any Court and be adjudged invalid, such judgment shall not affect, impair or invalidate the remaining portions hereof, but shall be confined in its operation to the specific provisions held to be invalid."

Mr. Stallard: I would like to offer this contract in evidence which he has read from which is the form of all contracts.

(Filed and marked Exhibit GPJ No. 1.)

Q. This contract is in force with all the union subcontractors in Richmond?

A. Yes, sir.

Q. Identical in every way?

A. Every way.

Q. Will you take your constitution and read Section 303 into the record?

A. "Section 303. Any member going to work on a job declared unfair or non-union, shall after trial and conviction, be disciplined as the district council or local union may decide."

Q. How would that provision apply to you here in Richmond?

A. Well, it would apply by agreement, the stipulation in my agreement apply. That constitution is to govern the Brotherhood all over the United States and some foreign [fol. 430] countries.

Q. How do you get around that provision there?

A. My organization has instructed me to abide by the State laws and Federal laws wherever they may be.

Q. When you say your local union has——

A. My general office. This constitution is to govern locals all over the United States and some of the States wouldn't have this law that the State of Virginia has. They wouldn't make a specific constitution for the State of Virginia.

Q. Is Richmond City a union town or a non-union town, speaking generally?

A. I would say it would be definitely a non-union town.

Q. How many strictly union contractors are there in Richmond?

A. Painting or general contractors?

Q. General contractors.

A. I would say two, possibly three.

Q. Do you know C. E. Nuckols, general contractor, who lives in Chesterfield County?

A. I don't know him personally, but I do know some of my contractors have worked on jobs for him.

Q. Is it possible to complete a building similar to the school building without using any union men?

[fol. 431] A. I would think so definitely.

Q. Why do you say that?

A. Well, other buildings have been completed without using union men.

Q. What, for instance?

A. Large housing projects; the Nolde Bakery for one.

Q. Any others?

A. Right offhand I can't think of any.

Q. Were you a member of your local when Mr. Perrin went non-union?

A. I was a member, yes, sir.

Q. Do you remember how many jobs you all picketted for Perrin?

A. At that time the carpenters were picketting.

Q. What jobs were they, do you remember?

A. Not being on the street at that time, I don't have a recollection of all of them or any of them specifically right now.

Q. You don't remember any of the jobs?

A. No.

Cross-examination.

By Mr. Moore:

Q. Mr. Johnson is the union painting contractor obligated [fol. 432] to use only union painters?

A. Not as I know of. You would have to ask him that. He isn't obligated to me.

Q. He isn't obligated to you?

A. No.

Q. If he uses non-union painters, will your painters continue to work for him?

A. I can only speak for myself; I wouldn't work for one.

Q. You are the business agent for the painters local union here, aren't you?

A. That is right.

Q. What is the position of your local union on that?

A. Well, the local union would have to decide when a thing of that nature came up.

Q. As a matter of fact, isn't it an implied part of your agreement with union painting contractors that they will use only union painters?

A. I don't think the agreement says that. It says they shall be the collective bargaining agents for all employees.

Q. I didn't ask you whether the agreement did that. I asked you if it wasn't implied as part of the agreement they would only use union painters?

[fol. 433] A. I would say no.

Q. You have what you term a list of union painting contractors here in Richmond?

A. We have a list of men that use union painters.

Q. If any one of them used non-union painters, would they not be taken off of that list and termed unfair to your local union?

A. I don't know what would happen if it was done, but that has never happened I can say ever since I have been on the street.

Q. No union painting contractors ever used non-union painters during your experience in the City of Richmond?

A. Ask that question again.

Q. No union painting contractor ever used non-union painters in your experience in the City of Richmond?

A. That I don't know. I can't tell what they have done. If a contractor used them, he didn't call me if he is going to use them or not use them as far as that goes.

Q. No such instance of a union-painting contractor using a non-union painter has ever been brought to your attention?

A. No, the contractor wouldn't bring it to my attention.

Q. Isn't it a general practice among all local unions [fol. 434] in the building trades in this area if a contractor would get a contract and use non-union workers of your crafts on that job, they will term that contractor unfair?

A. I don't know—you say the members in general of all the local unions?

Q. That is right.

A. I can only tell you what I as an individual or my local union would do; I can't attempt to speak for any other local union.

Q. What with respect to your own local union. Would you do that?

A. Ask that question again.

Q. Isn't it a general practice among all local unions in the building trades in this area if a contractor would get a contract and use non-union workers of your crafts on that job, they will term that contractor unfair?

A. If he had gotten non-union painters on the job would I declare him unfair?

Q. Yes.

A. I would say I possibly might picket him until such time as they got an injunction. I wouldn't say he is unfair, but I would definitely say he was using non-union painters.

Q. And you would picket him because he was doing non-union work?

[fol. 435] A. Not necessarily.

Q. Why would you be picketing him?

A. To inform people.

Q. Would you continue to allow your men to work?

A. My men—as I can recall your question it doesn't say my men have got the job. You say he is a non-union contractor using non-union men?

Q. I am referring to a union contractor who has a contract with your union who proceeds to use non-union painters along with union-painters on the job.

A. That would have to be taken care of when it arose because I have no recollection of that happening. You are just assuming something that possibly might not materialize.

Q. You carried the picket sign on the Graham job, didn't you?

A. I did.

Q. Wasn't that the situation there?

A. I don't know. You would have to be more explicit on the situation. We talked a lot on this question. I don't know what you mean by the situation.

Q. Wasn't the picket sign carried on the Graham job because the contractor was employing non-union labor on the job?

A. As well as I can remember, I think the record would [fol. 436] show that "This is not a union job."

Q. Wasn't that the reason it was picketed because it wasn't a union job? That is what your sign said?

A. It was to inform the members of the various organizations that it was a non-union job.

Q. By that you mean the unions affiliated with the Richmond Council?

A. Not necessarily that; anybody that chose to read it, tobacco workers or anybody else.

Q. Your constitution, Section 303, says: "Any member going back on a job declared unfair or non-union shall, after trial and conviction, be disciplined as the district council or local union may decide." Is there anything in the con-

stitution or by-laws of your local union which is in conflict with that provision of Section 303?

A. Unless you would take up the clause in my agreement which states I will not violate any State or Federal law.

Q. I am referring to your constitution and by-laws.

A. Anything that would conflict with that?

Q. Yes.

A. I don't think so.

Q. Then as far as your constitution and by-laws are concerned that is the governing rule by which your local union must abide?

[fol. 437] A. Unless it is in violation of some law.

Q. What is the law you referred to?

A. All the laws you have got here in these books.

Q. Is there any particuar law you have in mind?

A. The right to work act is one, the Taft-Hartley law, and it is almost right now an injunction on everything that happens and until it is decided in the courts I am a little sceptical to do anything, to be frank with you.

Q. Under the provisions of Section 303 if a painting contractor was working non-union painters and a member of your local union went to work on that job, he would be subject to disciplinary action by your local union, is he not?

A. One of my members going to work for a union contractor——

Mr. Moore: Will you read the question?

Q. Under the provisions of Section 303 if a painting contractor was working non-union painters and a member of your local union went to work on that job, he would be subject to disciplinary action by your local union, would he not?

A. He has chosen that way to operate. He himself would be a party to disciplining his ownself if he were a member.

Q. I don't believe you have answered the question [fol. 438] which I asked you. Under the provisions of Section 303 if a painting contractor was working non-union painters and a member of your local union went to work on that job, he would be subject to disciplinary action by your local union, would he not?

A. Unless I could find where I would be in violation or

the local would be in violation, which I don't think it would be, he might be subject to it, but if you will notice it says that after trial and conviction.

Q. He could be given a trial?

A. Not necessarily.

Q. It isn't necessary he be given a trial?

A. I wouldn't say it is necessary, no.

Q. He might be disciplined without any trial?

A. No. If he chose to do that, he would go ahead and work.

Q. The fact is he would be subject to discipline because he, a union member—a union painter, went to work on a job with non-union painters working on that same job.

A. He might be subject to it.

Q. And he would be subject to discipline because he is a member of the union working with non-union workers on that job?

A. I will still go back and say after trial and conviction he would be subject.

[fol. 439] Q. After trial and conviction he would be subject to disciplinary action by the local union because he, as a member of the local union and therefore subject to all of its by-laws and its constitution, in conflict with the by-laws and constitution proceeded to go to work on a job where non-union painters were working; isn't that correct?

A. He has chosen that hisself. He is a party to that and he would be disciplining his ownself, I would say, if he is a member of my organization.

Q. Does this disciplining provision of Section 303 mean that the member is going to discipline himself?

A. He is a member of the organization.

Q. Does he decide his own case?

A. He can demand it and have a vote as to the disciplinary action as to whether he wanted it to stand or not.

Q. And all the other members would vote?

A. That I don't know.

Q. You have never had a disciplinary proceeding in your local union?

A. Yes, we have.

Q. Well, who voted?

A. The members present at the meeting.

Q. And the majority vote by them determined the result?
[fol. 440] A. That is right, with the provision that he can appeal to the district council, general headquarters or the general executive board, and then to the general convention.

Q. So that if you had a job that was employing non-union labor and was being picketed with a sign saying it was a non-union job, a union man going to work on that job would be subject to disciplinary action as you have outlined?

A. After trial and conviction.

Q. We understand that is always true, that the man has a fair trial, but given a fair trial he would be subject to conviction if your court in your union found him guilty.

A. I don't say subject to conviction; I say subject to disciplinary action.

Q. But he would be subject to that?

A. Yes, provided they didn't infringe on any laws.

The Witness: May I ask a question?

Mr. Moore: I am not here to answer questions. If you would like to make a statement later——

The Witness: We want to put this in the record then. I would like to ask you if you done something against the bar——

Mr. Moore: I object to the witness asking the questions.

The Witness: ——wouldn't you be subject to disciplinary [fol. 441] action?

Mr. Moore: I object to the witness asking counsel questions. If the witness desires to have an off the record discussion with me, he is now given the opportunity.

The Witness: That is the only question I want to ask.

Redirect examination.

By Mr. Stallard:

Q. Can members of your local resign anytime they desire to?

A. They can.

And further this deponent saith not.

JOHN F. JOINVILLE, recalled on behalf of the defendants, being first duly sworn, deposed as follows:

Direct examination.

By Mr. Stallard:

Q. Will you read Section 182 of your constitution?

A. "Section 182. No member of the United Association shall be permitted to work on any job where men other than members of the U. A. are installing work which comes under the jurisdiction of the United Association; Local [fol. 442] Unions failing to comply with this law will be subject to discipline in the form of an assessment, suspension or expulsion, by the President of the United Association, regardless of any agreement between employer and employee, except where, in the judgment of the General President of the United Association, it is deemed otherwise."

Q. Do you know when that was adopted?

A. That was passed upon by the convention that we had in Atlantic City on September 9, to 13, 1946. Before the Taft-Hartley law came into effect, it was a local constitution. Since that time we have in our agreement similar to what the painters have and every other organization that nothing is to conflict with the State or Federal laws. I may also say that some States don't have this law and that constitution is ratified and passed upon by our American Federation of Labor and all our contracts are oked by the American Federation of Labor and the assistance of the plumbers and steamfitters is given to us under a directive issued by the American Federation of Labor, which is composed of locals in the United States, Canada and quite a few foreign countries.

Q. Is there ever an occasion for your members to work for non-union plumbers or plumbers other than your members?

A. There is no occasion. When an employer sits down and agrees with members of the United Association, he [fol. 443] calls upon what he assumes are members of the association to do his work. We don't have any hiring hall. He gets men that work for him for years; some men never leave his employment, continuous service, men that service all these air-conditioning units, all the plumbing installed

in these stores daily, never leave the employ of the owner. He doesn't know whether they are members of the union or not. We don't have any take-out or any assessment through the employer; they always pay their dues themselves.

Q. You are business representative of the local No. 10?

A. I am.

Q. If a plumbing subcontractor called you, could you give him men if he wanted them?

A. If there is men available. He usually asks who is available and he takes those men satisfactory to his work. Some of them are powerhouse men, some house plumbers, some capable of going in and installing hospital fixtures and so forth and he takes those men that are qualified to do his work.

Q. How many members does your national association have in the United States?

A. Oh, pretty near a million, I guess—close to 750,000, I think it is.

Q. Are all of those members available to you if you [fol. 444] want them?

A. Each employer has a right to call our office for men qualified to do his work at any time.

Q. Have you ever had occasion to bring men from North Carolina to Richmond?

A. We have them all the time traveling back and forth. We have a clearing system that gives them the right to solicit a job and to clear in the office there while in No. 10 to go to work.

Q. Do you have men from other States other than North Carolina?

A. Yes, as far as California; we have half a dozen from Texas, one from Portland, Oregon—I haven't, the employers have them.

Q. You don't have to do that; the employer does that?

A. That is right.

Q. Mr. O. J. Graham testified in effect that you wanted him to make his job a one hundred percent union job. Did you make that statement to Mr. Graham?

A. I did not. It seems Mr. Graham alleged certain things when he got the injunction and testified to other things here. He testified that I represented the Council to get the injunction and then he testified I represented our local

union. It looks like quite a few short cuts were taken to [fol. 445] get the injunction for several purposes.

Mr. Moore: Let me say at this moment that the witness should be reminded he is testifying under oath.

The Witness: I understand.

Mr. Moore: This is a judicial proceeding and I warn the witness to be careful about what he says.

A. (Continued:) Mr. Graham testified that I was at a certain place—on his job site talking to his superintendent and his own superintendent testified he didn't talk to me, only thought he saw me on the job going away in a car.

Mr. Moore: I move what has just been said by the witness be stricken from the record as not being responsive to the question asked him by counsel.

The Witness: Does that have to be stricken from the record, Counsel?

By Mr. Stallard:

Q. Mr. Graham alleged in his bill of complaint, which was signed under oath, that you made a demand upon his superintendent, and I quote: "That unless all non-union labor were laid off of the project the union labor thereon would refuse to work and would throw a picket line around the project which would not be crossed by any member of any [fol. 446] union." Did you make that statement to his superintendent on July 27, 1950?

A. I wasn't on that site and didn't talk to his superintendent, and I think his superintendent so testified.

Q. Mr. Graham alleges that you called upon him on July 28th, and I quote: "and renewed his request that all non-union labor on the project be laid off or discharged."

Mr. Graham further alleged, and I quote: "and stated that if that weren't done every effort would be made to prevent any union labor employed by the general contractor or any subcontractor on that project from continuing work thereon."

Did you make any demand of Mr. Graham that he lay off all non-union labor on the project?

A. I did not.

Q. Did you tell him that you were going to put a picket around the job or prevent the union labor employed by the general contractor or any subcontractor on the project continuing to work thereon?

A. I did not. I told Mr. Graham this, in these almost exact words, "that I thought that my local union, plumbers and steamfitters, would question Mr. Graham using union subcontractors on some jobs to make a profit and then falling back on the State Law on other jobs to use non-union plumbing contractors, that I was positive and knew that my local [fol. 447] union would call that to my attention and would be reluctant to lend their name and their membership to making money for Mr. Graham when he was so insistent in not violating the State law when he only used union and non-union subcontractors to get contracts and didn't care whether he violated the law or not as long as he got a price, and price alone.

Q. Mr. Graham then told you that he would employ one hundred percent union contractors if the subcontractors were low bidders?

Mr. Moore: I object to counsel leading the witness.

A. Mr. Graham had always as a general contractor in the past on his other work estimated and got jobs on price and he took, as other contractors will do, many of them in this city—took a low bid. That is the way they receive contracts. It is no question about that. That is normal business and that is what happens. No contractor would ever deny that, that he gets it on cost. If he doesn't, his competitor gets it, except for cost plus when it is handed out to him on a platter.

Q. If Mr. Graham then employed one hundred percent non-union on cost, there would be no occasion for him to employ any union men, would it?

A. That is right; he would get a non-union subcontractor and he would hire where there was no wage standards on [fol. 448] hours or wages and he would employ anyone he wanted and pay them whatever he wanted to.

Q. If he employed one hundred percent union, then there would be no occasion for him to employ non-union?

A. That is right.

Q. You have testified that you went to see him for the

purpose of getting him to use some of your union subcontractors, is that correct?

A. That is my job, to promote subcontractors and my men's membership wherever possible.

Q. He refused to do just that, didn't he?

A. He said he had already let the contract to a non-union,—as I assume, I had no relationship with him—to a contractor by the name of Talley and he had no intention of violating that contract with Talley, and I agreed with him.

Q. Then he denied your men the right to work for him, didn't he?

A. He definitely did.

Mr. Moore: I object to that question as it is leading. Counsel is continually leading this witness, to which I have objected before and do again. Also the question calls for a conclusion of law on the part of the witness which he is not qualified to state.

[fol. 449] By Mr. Stallard:

Q. Mr. Joinville, did Mr. Graham refuse to employ any of your local union men?

A. He definitely took the stand he wouldn't have anyone but Talley on that job.

Q. Did you ask Mr. Graham to cancel his contract with Talley?

A. No. I have been in this construction business long enough and business agent for twenty some years and I know when a contract is signed and delivered nobody cancels them.

Q. That would have nothing to do with the State Law, would it?

A. That is right.

Mr. Moore: I object again to this question on the ground the witness is not qualified as an expert and he is being asked to state conclusions of law.

By Mr. Stallard:

Q. In any event, if he changed his position and cancelled his contract, he would breach his contract, wouldn't he?

Mr. Moore: I object on the same ground.

A. He would have the right I assume under various phases of his contract to cancel it at any time and place it with another contractor. I presume as a business man he [fol. 450] preserved that right.

Q. But if he didn't have that reservation, it would be a breached contract, wouldn't it?

A. It would, definitely.

Q. Mr. Graham testified that you stated, and I quote: "take whatever consequences that resulted from that." What did you have reference to there if you used that language?

A. If I used that language—of course, I don't remember definitely—I had reference to that if Mr. Graham continued to go along as he told me he was going, using a contractor where he had a better price to make a bid, that my members I assumed would question me about whether they should lend themselves to helping Mr. Graham, that maybe we would keep them strictly within his interpretation of the law, that he would be violating the great State of Virginia Law to employ the union subcontractor and have union men on his job. That is what he implied, that it would be a violation of the law.

Q. Did you state to him at any time you would put a picket on the job?

A. I never threatened him with a picket.

Q. You heard Mr. Jepsen testify that a picket was going to be put on the job to inform members that the job was not union, did you not?

[fol. 451] A. That is right.

Q. Had you heard that discussed yourself before you ever called upon Mr. Graham?

A. Well, we hear it quite often, to let our friends, people that are desirous of trading our good will and our money for their good will and their manufactured goods and products—I know one time we had I think twenty-eight jobs of J. K. Perrin we had pickets on notifying and informing the public that Mr. Perrin was a non-union contractor. He wrote a letter stating from a certain date, January 1st, he would employ all of his men open shop subcontractors.

Q. Did he do just that?

A. He done that. He done it on twenty-eight jobs at one time and then went down and put up an office in Petersburg

and Hopewell and I don't know how many more than those twenty-eight.

Q. Was he able to complete those twenty-eight jobs without union men?

A. He evidently has and done a lot of other work besides: Williamsburg, Camp Pickett, Camp Lee and various others right now; strictly open shop.

Q. Was one of Perrin's jobs the Eastern State Hospital?

A. One of the largest at that time. He definitely told the State of Virginia that he could operate and do that job [fol. 452] strictly on a non-union basis and I think a suit was brought about by certain contractors that the State of Virginia brought him in and let him reduce his fee because he asserted it could be done strictly non-union.

Q. Could he complete a job like the Eastern State Hospital without using the union?

A. He did it; not only could, but did it.

Q. How big a job was that, do you know?

A. It ran around $3,000,000. We went down and took some photographs and published a piece in our Labor Herald and put out 5,000 copies that some of those seven-room bungalows the State had said were only partially completed had cost about $79,000 a piece. We took pictures of them before the roof was on them.

Q. Do I understand you never had any conversation with the superintendent on this job?

A. I never had any conversation with him as long as he was working for Graham. I knew Ludwig on other jobs, but I never had a conversation with him while in the employment of Graham.

Q. Did your visit to Mr. Graham's office have any connection with the visit of the other business representatives that went and called on Mr. Graham's superintendent the day before you called on Mr. Graham?

A. I don't remember any. I know Cochrane was with me [fol. 453] after I had my secretary call him, I believe, and then I may have talked to him myself and asked could I see him and this was a long time after this group they alleged went out to talk to him on the job. I asked could I come around and talk to him and I don't know—riding around all day, I think the appointment was two-thirty or three

o'clock. Cochrane was in the car and Cochrane went up with me like we usually do; two, three or four of us ride in the car together.

Q. Who was Cochrane representing, if you know?

A. Cochrane evidently represents the ones that pay him, the hoisting engineers, like myself. Nobody pays me except the plumbers and steamfitters.

Q. I believe at that time his engineer had the job?

A. His excavation operator E. G. Bowles had the job and a piece of equipment on the job at that time.

Q. Mr. Graham states that he understood you were speaking for the entire Richmond Trades Council when you spoke to him about this school job on July 28th?

A. I don't even think at that time I was President of the Council at that time; I think Hairfield of the ironworkers was President.

Q. Assuming you were, who were you speaking for?

A. The plumbers and steamfitters whom I work for. I might answer for other trades if I know them. I have been [fol. 454] representing the craft so many years I know most of the answers of the other trades.

Q. Mr. Graham testified he got information that his job was going to be picketed after the business agents had been talking to his superintendent. Could you deny that or would you say it was the truth?

A. I don't know; I wasn't there. I don't know where he got his information. I wasn't working for him. I definitely know I didn't have any relationship with T. A. Talley, who was his plumbing contractor, and I know there wasn't any converastion between us two. So where he got it I don't know. I never heard any of my associates say that to Graham and tell Graham they were going to put pickets on.

Q. I believe you were President of Richmond Building Construction Council before this last time?

A. Yes.

Q. How long were you President?

A. I think I was elected president in 1932 or '33, something like that.

Q. Were most of the building trades members of that Council then?

A. No, the electricians were not members, the bricklayers——

Q. I am talking about the time you were president before. [fol. 455] A. When I was president before?

Q. Yes.

A. Yes, most of them were affiliated before.

Q. Were the carpenters affiliated?

A. Yes, the carpenters were affiliated for years, the bricklayers were affiliated, the electricians were affiliated.

Q. Were the ironworkers affiliated?

A. Yes.

Q. Are the ironworkers affiliated now?

A. They are now.

Q. Are the carpenters affiliated now?

A. The carpenters are not affiliated; haven't been for several years.

Q. How many years did you say you were president?

A. Oh, I was elected president the first term I think in 1933—1932 or '33 or '34, or somewhere around there, and then I was out approximately one year.

Q. You have a general knowledge of all the building and construction trades here in Richmond?

A. Fairly well.

Q. How many union contractors are there here in Richmond?

A. We haven't, and haven't had as I ever remember, a strictly union contractor or a union shop even before the [fol. 456] Taft-Hartley Law and the State right to work act. We have two who agreed before the law went into effect because of their good will—to show their good will towards us they insisted we sign a contract that would be in accordance with the law and termination date and all. That was Wise Contracting and Laburnum, but even with what they termed a closed shop contract we never have had a roofers organization in this town and the roofing is always non-union on every job. We have went years at a time without a laborers organization—common laborers and hodcarriers, and very few of the brick contractors will have some sort of an agreement—most of the bricklayers are union—don't use union hodcarriers, have no relation with them.

Q. Do you know any large building projects completed in the last five years with all non-union labor?

A. Yes, some of the largest we have had in the last five years. This big housing contract up on Monument Avenue was one hundred percent open shop labor; Crestview, I think around about a thousand homes, apartments, was built by a contractor who used all sub labor, gave them so much for the roof, so much for siding, so much for this and so much for that. One of the largest and supposed to be one of the finest, this big apartment house on Cary Street, runs from Cary back to Grove——

Q. Is that Malvern Manor?

[fol. 457] A. Something like that.

Q. When was that done?

A. Since the war; Trice, I believe a real estate operator here; employed all non-union men. Right now there is a doctor's office going up on Monument Avenue by Trice. Fox just finished the steel work on the bakery—Nolde's Bakery, and I understand the bakery workers and truck drivers have a closed shop with Nolde's Bakery and Fox is strictly an open shop contractor.

Q. Do you know Mr. C. E. Nuckols?

A. Yes. Nuckols builds a lot of schools.

Q. Where does he build his schools?

A. He has built them in the City of Richmond and outside of the city; he builds them all over. In this vicinity and various places you are liable to see his sign. I went to the beach last year and saw his sign way below Yorktown building a school.

Q. Is he union or non-union?

A. Strictly non-union.

Q. Could Mr. Graham have built this school building with all non-union men?

Mr. Moore: I object to that as a hypothetical question.

A. Mr. Graham has built quite a few jobs without organized labor.

[fol. 458] Q. Now I believe he testified if the subs had been all non-union he would have gone right along?

A. Yes. I might say, talking for the plumbers and steamfitters, I think there are in the City of Richmond some

158 licensed men and firms who are able under the city code to do plumbing in the City of Richmond and out of that 158 the local union has understandings with about 18. So Mr. Nuckols or any other contractor could get all the plumbing and heating contractors he wanted who would definitely live up to the State law and not have a union man working for him.

Q. Is Richmond a union or non-union town?

A. Richmond is definitely an open shop town.

Q. Are you familiar with the ironworkers union?

A. Yes, I am fairly familiar with that. They have somewhat along the line of my organization, have two trades in one; they have ironworkers that cover structural and ornamental and they have what they call rod workers, reinforced iron for concrete.

Q. Are they in the majority or minority in the City of Richmond?

A. In the minority. Most of their jobs are under contract either to the C. I. O. or independent. All of the big steel companies, fabricating jobs like Richmond Engineering have either got C. I. O., independent union or strictly [fol. 459] open shop. They won't get the organization on large jobs.

Q. What about the carpenters union?

A. The carpenters union are definitely in the minority; everyone is a carpenter that can buy a saw and hatchet.

Cross-examination.

By Mr. Moore:

Q. Mr. Joinville, you say that you told Mr. Graham your union objected to him using union subcontractors on some jobs and non-union subcontractors on other jobs?

A. Yes.

Q. Why do you object to that?

A. Because he used my organization to get contracts. He definitely used us if he wanted to estimate on a union job, Thalhimer's or any customer that wanted or would like the union men. He would have to cater to our union labor on there so there wouldn't be any labor disputes or cause the owner any trouble. He would definitely have to use us

and we object to him using us when it suits his convenience and then throwing us out when it doesn't. This naturally has hurt us.

Q. Your objection was that he didn't use you all the time?

A. After all, if he used us to further his own interests [fol. 460] on half a dozen jobs, he certainly owed us a little something for the privilege of using us; he certainly owed us the courtesy of giving us the opportunity of doing his work on other jobs. If I had a non-union employer and I made him money for a year, I would feel very much surprised and maybe very bitter against him if he laid me off when he could hire somebody five cents cheaper the next day.

Q. Does he employ any of the men that work for the subcontractor?

A. He employes the subcontractor.

Q. But he doesn't employ the men that work for the subcontractor?

A. No, but he employs the subcontractor on the same basis the subcontractor employs the men on a dollars and cents basis.

Q. So what you were asking Mr. Graham was to use only union subcontractors on all his work?

A. I was asking Mr. Graham and have always asked all the general contractors to use the subcontractor who we have relationship with.

Q. By that you mean a union subcontractor?

A. I assume you would call him a union subcontractor. Sometimes they don't call themselves that; they say they have an agreement with us where we have a mutual benefit. [fol. 461] Normally they use union men.

Q. Will you permit one of your union members to work on a job as a non-union plumber?

A. I don't permit anything. If a union plumber was to go in—I haven't heard of a union plumber for years since I was connected with the plumbers—I haven't had a union plumber going to work with non-union plumbers.

Q. They just don't do it?

A. After all, the man is a union man, just like a lawyer or business man. He considers he is a business man. A plumber or steamfitter who belongs to a labor union just wants to talk with his kind of people and work with them.

Q. So the effect of what you were asking Mr. Graham to do was to employ subcontractors on all of his work that only union labor work on them?

A. I didn't ask Mr. Graham anything about that. What I asked Mr. Graham I presented him—we have a directory and I presented Mr. Graham a directory and a list of contractors whom we would like to have him give an opportunity to bid on his work.

Q. If he had complied with your demand and used only that list that you furnished him with, the result would be that he would work only union labor?

A. No, just definitely not because the list that I gave him [fol. 462] that day one on the list was S. H. Guza has been operating with us and maybe a few months or weeks after that was a strictly a- open shop. So if he had used Guza, he would have gotten an open shop contractor.

Q. Was any union plumber working for Guza?

A. Guza let his men go his ownself. He picked up some plumbers who worked for less than the union scale to get men—left out a barracks or something and claimed he was in a hurry and hired some men at a less rate, and our objections are to standards—it is not a question as to whether they are union or non-union; we have a standard of so much an hour. I don't know whether at our last meeting we discussed wages. I haven't heard yet of an open shop contractor in the City of Richmond ever living up to those terms.

Q. Do I understand you asked Mr. Graham to use a subcontractor named Guza who did not employ union plumbers?

A. No. At that time Mr. Guza was on the list as a union contractor, but that didn't stop him——

Q. At the time you talked to Mr. Graham at the time you handed him a list or directory you asked him that he use only those contractors. Now the result of his using only those contractors under the conditions they were working at that time would be he would use all union labor and no non-union labor, isn't that right?

[fol. 463] A. Yes, sir, if he had used any one of those contractors he would have gotten a union contractor.

Q. And if he used only those contractors, he would never use a non-union plumber?

A. He asked for that list many a time. When he goes after a union job he doesn't take any other list. He asked for that list—I think we could show we have had requests from Mr. Graham when he was given a union job he was given the list of union subcontractors.

Q. And if he used only those contractors, he would never use a non-union plumber?

A. He would use union contractors who were in sympathy with using union plumbers and steamfitters. We have contractors that go non-union after they get jobs.

Q. Assuming none of them——

A. I couldn't assume that. I couldn't assume Guza was going to stay union.

Q. I asked you assuming they stay the way they were at the time you gave him the list——

A. I am not assuming that.

Q. I am asking you the question if assuming that, isn't it true all the plumbers would be union?

A. I couldn't assume that because it don't work out that way.

Q. Do you refuse to answer the question?

[fol. 464] A. I am not refusing to answer the question. You are trying to put words in my mouth and I am telling you I gave him a list and one of those contractors went non-union after I gave it to him. I am not going to assume they stay union. They may drop out any time they want to because they receive the job and decide to go non-union. That is answering your question, isn't it?

Q. Assuming that all of the contractors on the list were then union contractors and worked at that time only union plumbers, continued that practice in the future, the result would be that Graham Brothers would employ only union plumbers so long as conditions remained unchanged?

A. He would employ union contractors; Graham don't employ plumbers or steamfitters.

Q. Only union plumbers would work on his job so long as conditions remained unchanged?

A. He can't employ any plumbers. How could he employ union plumbers and steamfitters? He employs a union plumbing and heating contractor.

Q. If he employed only those contractors, then the plumbers working on his job would be all union plumbers?

A. Yes.

Q. So the result of what you asked Mr. Graham so long as those conditions remained unchanged would be that he [fol. 465] would not employ any non-union plumbers or subcontractors using non-union plumbers?

A. I didn't say a word about his employing non-union plumbers and steamfitters. I asked him to employ union subcontractors. We don't give him union plumbers or steamfitters; we have no relationship with Mr. Graham whatsoever other than we have relations with the group of union plumbing and heating contractors and I asked him to use that list.

Q. So long as he used that list and they remained union plumbing subcontractors——

A. My membership would be working for that contractor.

Q. Let me finish my question, please. So long as he used that list and they remained union subcontractors no non-union plumbers would work on any of Graham's jobs?

A. I couldn't answer that because he would have the right to go out and hire non-union plumbers. I ask the privilege to say something else. We don't work for Mr. Graham; we work for plumbing and heating subcontractors.

Q. I think you are evading answering my question.

A. I am not evading; I am telling you the facts. We don't work for Mr. Graham and he could have gone out and picked up plumbers and steamfitters, but he wouldn't have employed union plumbers or steamfitters. I don't know what [fol. 466] Mr. Graham is going to do.

Q. I am asking you again this question: If Mr. Graham complied with your demand and, in the future employed only those union plumbing subcontractors on that list and those subcontractors continued as union subcontractors, the necessary result would be that no non-union plumbers would work on any of Mr. Graham's jobs?

A. I can't answer that; I don't know. All I can say is this, that those union plumbing and heating contractors would only employ union plumbers and steamfitters. Now what Mr. Graham does I don't know; we don't work for him.

Q. So long as he used only those subcontractors, then those subcontractors in turn wouldn't employ any non-union plumbers?

A. They wouldn't.

Q. Can the Trades Council call a strike?

A. The affiliates voting in a body have a right under the law today after taking a vote and if we are the bargaining agent for the contractor, we have a right according to our construction to vote a strike.

Q. Can the Council call a picket line?

A. I think the Council or any individual has a right to put out a picket line at any time as long as we tell the truth, free speech. We have a right to do that; we don't want to give that away.

[fol. 467] Q. The Council called a picket line in this case, didn't it?

A. I don't know whether it was the Council or a group of individuals that said that job was not union. It was a non-union job and Mr. Graham says that himself. Mr. Graham alleged in writing that it was a non-union job and that is all we said: "This is not a union job." We just stated a fact.

Q. Suppose the affiliated unions of the Council call a strike and then a member of one of those unions in some craft goes back to work while that strike is on, is he subject to disciplinary action?

A. Oh, I would say this: I would say—I don't see any action the local union would take against a member or a local union as long as they didn't take the right to work away from that member that that enters into the case whatever.

Q. I didn't ask you whether it entered into the case; I asked you the question. Will you please answer it?

A. I am answering it. In the steamfitters and plumbers or in the building trades we don't take an individual's right away to work.

Q. Do I understand you to say that if the Council calls a strike pursuant to vote of the affiliated unions and then one of the union workmen on that job goes back to work while the strike is still on that he is not subject to disciplinary [fol. 468] action?

A. I would definitely say he isn't, which has been proven in the case of the carpenters and the electricians. The only action that they take themselves they withdraw from the Council. They work on any job. Now at any time they are

eligible to come back in the Council and there isn't any fine levied against them.

Q. Suppose he didn't withdraw from the union?

A. After all, he has legal autonomy. He has an argument of his case with the International President. It would have to go all the way up to his International President and then taken up to the Building Trades Department and from the Building Trades Department get the sanction of the American Federation of Labor, and we would never go through all that in construction; the job is finished and built before that happens.

Q. If he went back to work while the strike was on and didn't resign from the local union of which he was a member, wouldn't the Council and the local union take disciplinary action against him?

A. They wouldn't take his right to work away.

Q. I only asked you whether or not disciplinary action would be taken. Will you please answer my question?

A. I don't know whether it would or not.

[fol. 469] Q. You can't answer that question?

A. I don't know. If you call a definite name, I will tell you — call any plumber that ever had any action taken against him, I will tell you whether they took any. I am not going to reach out in the air and say we would take action against a man.

Q. You are President of the Richmond Building Trades Council?

A. I am and I have no right to take action against any man that belongs to that Council, and as business agent I have no right to take any action against Local 10. I would have to report it to the United Association and then it would have to go to our United Association and the General Executive Board.

Q. I didn't ask you whether or not you personally would take disciplinary action; I asked you whether or not disciplinary action could be taken against the man?

A. The Building Trades Council—that is what you asked —the only action would be to suspend the organization, not the member. We have no control over the individual member. We only have a Council set up of local unions.

Q. I am reading to you from the constitution and by-laws

of the Building and Construction Trades Department of the American Federation of Labor:

[fol. 470] "Section 36: The business agent of the Council shall have the power to order all strikes when instructed to do so by the Council or the Executive Board. Any member of an affiliated craft who refuses to stop work when ordered to do so by the business agent of the Council, shall be reported to the Council. All employees on a struck job will leave the same when ordered to do so by the business agent, and remain away from the same until such time as a settlement is made or otherwise ordered to by an official action of the local council, and if any international officer of an affiliated organization issues any adverse or nullifying order thereto, he shall also jointly serve the local building and construction trades council with a duplicate copy thereof."

Mr. Stallard: Counsel for the respondents here objects to this line of testimony on the ground there has not been a strike called in the case at bar, and further this witness cannot testify what affiliated members might do under certain circumstances if a strike were called.

The Witness: And add, Counsellor, that we don't have that set-up in Richmond. That is only covered by certain councils. That set-up is made by councils who have a business manager or business agent like Detroit or Chicago where they are large. We don't have any set-up like that [fol. 471] in the Richmond Council; it must be done by delegates. I have no right as President, only as chairman of the Council meetings.

Q. In view of this provision of your constitution and by-laws of the Council of which you are president is it not true that the Council when a vote is taken by the affiliated members has a right to call a strike and to order the men on the job to stop working?

A. According to the law—according to the Taft-Hartley law and the State right to work under certain conditions with the permission of the law we have certain rights.

Q. I am asking you whether under this provision of the constitution and by-laws the Council can't order people on a struck job to stop working?

Mr. Stallard: Counsel for the respondents states that the records speaks for itself. If he wants to put this matter in

the record, then the Court will construe what the provision and its meaning might be.

By Mr. Moore:

Q. Will you answer the question?

A. I am not employed by the Council, to begin with; I am [fol. 472] only the presiding chairman. The affiliated delegates have a right to take certain measures under our Building Trades Department and I don't remember the Council since I have been president ever calling a strike.

Q. You have already testified Council can call a strike.

A. The Council has a right—the delegates from the affiliated unions have a right to take any action that their local authorizes them to take, but I haven't any right.

Q. And order the men off the job?

A. The Council has no right to order the men; it is the individual organizations. In the case of the Richmond Council we don't have any paid officer I only represent the plumbers and steamfitters and am only the presiding chairman and any action the Council takes would have to be ratified by the plumbers and steamfitters and I would take the action. Cochrane wouldn't allow me to take the action for his operating engineers. Any action the operating engineers take in the Council Cochrane would take action for his members, not the Building Trades Council; it hasn't that set-up.

Q. This constitution and by-laws says: "Any member of an affiliated craft who refuses to stop work when ordered to do so by the business agent of the Council shall be reported [fol. 473] to the Council."

A. We haven't got that kind of council in Richmond.

Q. Is this book your constitution and by-laws?

A. That covers the entire United States and Canada and it is made for all types of Councils and we are not that type of Council. We don't have a paid agent to do that.

Mr. Stallard: At this time counsel for the respondents points out the constitution refers to business agents and the witness is the President of the Council and the witness has testified he is not a business representative of the Council, that the Council in Richmond has no paid representative.

The Witness: That is right.

By Mr. Moore:

Q. Is this book the constitution and the by-laws under which you operate?

A. It is, with local autonomy attached to it. We have a right to operate a Council as we see fit under the democratic procedure of the American Federation of Labor and we don't have a business agent and the set-up allowed under the constitution.

Q. You mean you have some other constitution and by-laws that are not in this book?

[fol. 474] A. We have a perfect right under a free country to have any set-up we want.

Mr. Moore: I have asked that the defendants in this case furnish me with a copy of the constitution and the by-laws of the Richmond Building & Construction Trades Council. I have been furnished with a book and now the witness, who is the president of that Council, says that is not the constitution and by-laws.

The Witness: I didn't say that.

Mr. Moore: I therefore call upon Counsel for the defendants to furnish me with a correct copy of the constitution and by-laws of the Richmond Building and Trades Council.

Mr. Stallard: Counsel for the respondents states that this is the constitution of the Building and Construction Trades Department of the American Federation of Labor, but the facts as presented in Section 36 of the constitution do not apply in Richmond. The witness has testified that he is not business agent of the Council, but he is only the President and therefore presides and has no authority. The witness has explained that it does not apply in Richmond because they have no set-up like Section 36 provides. There is a [fol. 475] great deal of difference between a president and a business agent. The presidents of local unions and presidents of Building & Trades Councils are usually not paid officers at all; they only preside. The business agent is a paid officer and representative of a local union.

The Witness: Counsellor, may I add this in the record?

Mr. Stallard: I don't think it is necessary.

The Witness: I certainly want to get something in here that is right; I don't want it to be confused in this matter. Local unions, councils, State Federations of Labor have

various set-ups that apply to various conditions. Local unions who are operating and affiliated with the Building & Trades Council in the City of Richmond have in their constitution and by-laws a President, a Vice-President, Secretary, Treasurer and business agent, but being small they eliminate the business agent. The President or the Secretary takes care of the normal procedure at a meeting. The various trades—I believe the asbestos workers have twenty-nine members that is a member of the council. I was business agent for that local union for many a year—so called [fol. 476] business agent. I never got paid a dollar in my life. I worked five days or six days a week and the only time I took care of those boys' business was at night and at regular meetings, Sundays and holidays and I had no power whatsoever because the men themselves had to get their own work. A boy sometimes if he was in a push called me at night. In most cases the men solicited the work. That goes for the Richmond Building Trades Council. We would have to raise our per capita dues and we do without a business agent and no one has any authority. We have a meeting ever so often and in between times all of us are looking out for our own organizations who pay us and I think I was business agent for the Richmond Council in 1936 and then about three years ago I was business agent or four years ago—I was business agent for them for four months and that is the only time the Richmond Building & Trades has adhered to our constitution allowing us to have a business agent.

By Mr. Moore:

Q. Do I understand that this is the constitution and by-laws under which the Richmond Building & Trades Con-[fol. 477] struction Council operates?

Mr. Stallard: It is, Mr. Moore, but you don't seem to know the difference between a business representative and a president, and the witness has testified why they don't have that set-up here. If they had that set-up, they would have to comply with the constitution, but they don't have that set-up; they don't have a business representative and it is a great deal of difference between a president and a business agent.

By Mr. Moore:

Q. Section 12 of the constitution and by-laws that govern local councils provides that the officers of the councils will consist of president, vice-president, secretary, treasurer, sergeant-at-arms and three trustees, and business agents when deemed necessary. If the business agent is not deemed necessary by a local council that does not reduce any of the powers of the council in any respect, does it?

A. It reduces the powers of the officers when you only have a president and trustees to take care of meetings. If we pay a man to go out seven days a week to represent us, he has far more power than when we don't have that individual. We don't have anybody that gets paid anything for the council. My time is spent with the plumbers and [fol. 478] steamfitters and they pay me well and I take care of the plumbers and steamfitters business. Cochrane gets a very good salary, I assume, from the hoisting engineers and he spends as much time because his territory is larger than mine—he spends a great deal of his time out of town. He has an office in the City of Richmond and he stays out a whole lot, and I do. I am not working for the Building Trades Council.

Q. So that you say that the power of the Council through its officers or business agent to order men to stop working depends on whether or not they deem it necessary to have a business agent?

A. No. I would say that the duties under the constitution, as you have stated, where you have a business agent that the business agent would take care of the workings and the obligations of the Council. Where you haven't a business agent and there is no one to spend the time who would call those strikes, who would police these jobs, who would go from local to local to find out whether a man was working, whether he belonged to the carpenters or plumbers, who would take all of that time? We haven't got a man that does that.

Q. In other words, in Richmond members of the affiliated unions can go to work on a struck job, but in places where they have a business agent they can't go to work?

A. I assume they go on many a job. I was just trying [fol. 479] to tell you we have crafts in this City of Richmond

not affiliated with the Richmond Building Trades: electricians and carpenters and bricklayers. They take no orders from the Council, don't even affiliate with the Council. How could we direct the electricians and the bricklayers and the carpenters when they do not even affiliate? If we had a business manager, his job would be to go around—he would be hired by the Council and I assume he would take a lot of time trying to get those fellows back in the Council to make a stronger Council and have more members. That we haven't got. They don't see the benefits that they get under a closed shop building trades where they have a paid officer to go around and make contacts for them and tell them when a new owner is going to build a new job. They don't get that benefit under our Council. We would like to have a representative like that if we could have it. It costs money.

Mr. Moore: I would like to file in evidence this copy of the constitution and by-laws of the Building & Construction Trades Department of the American Federation of Labor.

(Filed and marked Exhibit No. 2.)

Redirect examination.

By Mr. Stallard:

Q. Have you ever ordered a strike here as President of [fol. 480] the Council?

A. I never had the opportunity. The only real labor troubles we have had in the City of Richmond have been coming from the other side and I can cite Perrin. J. K. Perrin wrote the Council a letter notifying us after January 1st he wouldn't employ any union men and as soon as he could he would get rid of the union subcontractors and we have some letters in the file—I think Mr. Cochrane could furnish them—where contractors have informed us by writing after such-and-such a date they wouldn't operate union. We have those letters on their letterheads.

Q. Has the Richmond Building Trades Council ever called a strike in Richmond?

A. It never has.

Q. The present case is not a strike, is it?

A. It never was a strike.

Q. If Mr. Graham had continued to employ Talley, which he did, then Mr. Graham would never have employed a union plumber and steamfitter as far as this job is concerned, would he?

A. If he employed Mr. Talley and kept Mr. Talley to the completion of that job, Mr. Talley wouldn't employ a union plumber or steamfitter.

Q. And that would apply to any subcontractor, whether [fol. 481] it was plumbers, carpenters, painters and so on, wouldn't it?

A. Well, in the case of Mr. Talley, no, but in the case of Mr. Graham I assume those he employed directly he employed anyone he wanted. It is no restriction on that as a job or a State Law, no lesser standards set up.

Q. Does the Richmond Trades Council have any control over the members of the local unions which are affiliated with the Council?

A. No control any more than local autonomy given that local union. Each local union has local autonomy and they go according to their membership and not as a council. I don't vote the Richmond Building Trades; I vote the plumbers and steamfitters when I attend a meeting.

Q. I believe you testified Mr. Guza was on the list of subcontractors that employed union men?

A. Yes, had been for quite some years. Around about that time Mr. Guza went open shop.

Q. If Mr. Guza had been employed as a union plumber and gotten non-union men, the men would have been known to you, wouldn't they?

A. Mr. Guza has done what he has done on many jobs, just as he did in Charlottsville, that he hired men for less wages.

Q. So the question of the union subcontractor doesn't [fol. 482] only involve the question of union, it is the wage scale and working conditions and things of that kind?

A. That is right.

Q. If one of your members refused to work on a job with a non-union plumber, would it be for the reason that he is a union man and the non-union man or would it be some other conditions attached?

A. In the case of a plumber we have a license and a plumber must go down and stand an examination given

by the City of Richmond and he receives a card and a number and that gives him license to do plumbing or work at plumbing in the City of Richmond and there isn't a member of Local No. 10 who thinks as much of his local union as he does with a license to apply his knowledge and skill as a journeyman and one reason that the plumbers are fairly well organized is because of the fact he can go out and work with semi-skilled plumbers who — just outside of the City of Richmond—Chesterfield, Henrico County, Hanover—who don't have plumbing codes and the contractor can employ a man for seventy-five cents or a dollar an hour and hasn't got a skilled journeyman, and the biggest objective that the plumber has is working with men who have a journeyman's license to do plumbing. The wage scale and the working conditions enter into it a lot.

We are now getting $2.475 and hope to have two and a half [fol. 483] cents in a matter of days and the non-union rate in Richmond is still around $2.00 to $2.125 and not over $2.25, and a man would be very foolish to work for $2.125 or $2.175 or $2.25 when they can get $2.475.

And further this deponent saith not.

STATE OF VIRGINIA,
City of Richmond, to-wit:

I, A. C. Williams, a Notary Public for the State of Virginia at large, do hereby certify that the foregoing depositions of J. Q. Acree, E. W. Brooks, Henry Cochran, O. J. Graham, O. T. Graham, L. C. Jepsen, G. P. Johnson, J. F. Joinville and W. H. Turner were duly taken and sworn to before me at the times and places stated in the captions thereto.

Given under my hand this 21st day of May, 1951.

A. C. Williams, Notary Public for the State of Virginia at large. My commission expires May 18, 1953.

[fol. 484] VIRGINIA: IN THE LAW AND EQUITY COURT OF THE CITY OF RICHMOND

STIPULATION AS TO DEPOSITIONS

The parties hereto, by their respective counsel, do hereby agree that signatures are waived on the depositions heretofore filed in this cause.

Richmond Moore, Jr., Counsel for Complainants;
Beecher E. Stallard, Counsel for Defendants.

[fol. 485] A. Colton Williams, Shorthand Reporter, Richmond, Va., 910 Mutual Building

June 26, 1951.

Hon. Luther Libby, Jr., Clerk, Law & Equity Court, Richmond, Virginia.

Re: O. J. Graham et als. vs. Local Union No. 10 etc.

DEAR Luther:

Mr. Richmond Moore, Jr., counsel for the plaintiffs in the above styled cause, has requested that I mark on the depositions the amount charged by me to the plaintiffs for their part of them.

I am crippled up with a sprained ankle and am therefore writing you to request you to mark the depositions as requested. The amount charged to the plaintiffs was $291.25 and it has been paid to me by the plaintiffs.

Thanking you for your courtesy, I am, Sincerely yours,

A. Colton Williams.

[fol. 486] SUPREME COURT OF THE UNITED STATES, OCTOBER TERM, 1952

No. 86

LOCAL UNION NO. 10, UNITED ASSOCIATION OF JOURNEYMEN PLUMBERS AND STEAMFITTERS, etc., et al., Petitioners,

vs.

O. J. GRAHAM, et al., Partners, Trading as Graham Brothers

ORDER ALLOWING CERTIORARI—Filed October 13, 1952

The petition herein for a writ of certiorari to the Supreme Court of Appeals of the Commonwealth of Virginia is granted. The case is transferred to the summary docket.

And it is further ordered that the duly certified copy of the transcript of the proceedings below which accompanied the petition shall be treated as though filed in response to such writ.

Office - Supreme Court, U. S.
FILED
MAY 27 1952
HAROLD B. WILLEY
CLERK

IN THE

Supreme Court of the United Staets

OCTOBER TERM, 1952

LIBRARY
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No. ~~800~~ 86

Local UNION NO. 10, UNITED ASSOCIATION OF JOURNEYMEN PLUMBERS and STEAMFITTERS OF THE UNITED STATES AND CANADA OF THE AMERICAN FEDERATION OF LABOR, et al.,

Petitioners

v.

O. J. GRAHAM, O. T. GRAHAM, and E. M. GRAHAM, Partners, Trading As Graham Brothers,

Respondents.

PETITION FOR WRIT OF CERTIORARI TO THE SUPREME COURT OF APPEALS OF VIRGINIA

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IN THE

Supreme Court of the United States

OCTOBER TERM, 1951

No. .....

Local UNION NO. 10, UNITED ASSOCIATION OF JOURNEYMEN, PLUMBERS and STEAMFITTERS OF THE UNITED STATES AND CANADA OF THE AMERICAN FEDERATION OF LABOR, et al.,

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Respondents.

PETITION FOR WRIT OF CERTIORARI TO THE SUPREME COURT OF APPEALS OF VIRGINIA

To the Honorable Chief Justice and Associate Justices of the Supreme Court of the United States:

Petitioners pray that a Writ of Certiorari issue to review the judgment of the Supreme Court of Appeals of Virginia entered in this case on January 23, 1952. The Honorable Chief Justice granted Petitioners an extension of time to and including May 17, 1952 within which to file this Petition. A further extension of time was granted to and including May 27, 1952.

OPINIONS BELOW

Neither the Supreme Court of Appeals of Virginia nor the Law and Equity Court of the City of Richmond rendered a written opinion.

JURISDICTION

The judgment of the Law and Equity Court of the City of Richmond was entered on July 17, 1951 (R. 26). The Supreme Court of Appeals of Virginia denied appeal on January 23, 1952 (R. 35).

The jurisdiction of this court is invoked under 28 U.S.C. Section 1257(3).

In compliance with Rule 12(1), third paragraph, the following is the procedural history of the matter in the State Courts of Virginia:

On September 25, 1950 the Richmond Building and Construction Trades Council placed a single picket on the sidewalk opposite the site where the Respondents were engaged in building construction activity. On the same date, the Respondents filed a Bill of Complaint in the Law and Equity Court of the City of Richmond, Virginia, seeking temporary and permanent injunctions and damages (R. 2). A temporary injunction was awarded on September 25, 1950 (R. 6).

A Motion to Dissolve Temporary Injunction was filed by Petitioners in the Law and Equity Court for the City of Richmond on October 2, 1950 (R. 14). Petitioners claimed that the injunction deprived them of the right of free speech and assemblage protected by the First and Fourteenth Amendments of the United States Constitution (R. 14). The Motion was overruled and Petitioners excepted to the denial on October 2, 1950.

The Answer was filed by Petitioners on October 19, 1950 (R. 17). In paragraphs 7 and 8 of the said Answer, the Petitioners stated that the peaceful picketing was engaged in for information purposes only (R. 20, 21).

Following a hearing, the Law and Equity Court of the City of Richmond on July 17, 1951 awarded a permanent injunction and damages in the amount of one hundred and ninety dollars ($190.00). (R. 26).

Petitioners petitioned the Supreme Court of Appeals of Virginia to appeal the judgment. The following errors were assigned:

1. Awarding a temporary injunction on September 25, 1950, and in overruling the defendants' written Motion to

Dissolve the Temporary Injunction filed by order dated October 2, 1950 which deprived the defendants of their right of free speech and assemblage guaranteed by the First Amendment to the Constitution of the United States and Section 12, Article I of the Constitution of Virginia, and protected against infringement by a state by the Fourteenth Amendment to the Constitution of the United States.

2. In decreeing on July 17, 1951 that the picketing carried on by the defendants was unlawful and the complainants were entitled to a permanent injunction and damages.

3. In arbitrarily decreeing that the picketing as carried on by the defendants was unlawful, which had the effect of holding that the picketing was not peaceful and therefore not protected by the First Amendment to the Constitution of the United States and Section 12, Article I of the Constitution of Virginia, and protected against infringement by a state by the Fourteenth Amendment to the Constitution of the United States.

4. In arbitrarily decreeing that the picketing as carried on by the defendants had damaged the complainants.

5. In denying the prayer in the defendants' Answer praying that the complainants' Bill of Complaint be dismissed with reasonable cost and attorney's fees to defendants' counsel.

6. In decreeing, ordering and finding in behalf of the complainants against the defendants in the manner and to any extent whatsoever and especially entering the decree of July 17, 1951 which called for monetary damages.

7. That the amount of the damages found by the court was excessive.

8. In decreeing there was sufficient evidence on which to base a permanent injunction and damages.

On January 23, 1952 the Supreme Court of Appeals of Virginia rejected the petition, refused the appeal and affirmed the decrees of the Law and Equity Court of the City of Richmond.

Petitioners filed with this Court an Application for Extension of Time Within Which to File Record and Petition for Writ of Certiorari. On April 15, 1952 the Honorable Chief Justice granted an extension of time to and including May 17, 1952. The time was further extended to May 27, 1952.

QUESTION PRESENTED

Whether peaceful picketing for the sole purpose of communicating information that all persons employed on a construction project were not members of a union is protected by the First and Fourteenth Amendments of the Constitution of the United States against infringement by a State instrumentality.

STATUTES INVOLVED

The pertinent statute and constitutional provisions are printed in the Appendix, infra, p. 10.

STATEMENT

During July, 1950 the Respondents were engaged in constructing a schoolhouse in the City of Richmond. Certain sub-contractors working on the job-site employed only union members including members of Petitioners' unions. Other sub-contractors employed persons who were not members of any union. (R. 212, 316).

On September 25, 1950, Petitioner G. P. Johnson, Sr., Business Agent of Petitioner Local No. 1018, picketed the schoolhouse which was still under construction. The picket sign read: "This is not a union job. Richmond Trades Council." (R. 203, 240). Only one person at a time engaged in the peaceful picketing.

The purpose of the picketing was to inform members of the Richmond Building and Construction Trades Council, all members of the local unions affiliated with the said Council and all friends of the Richmond Building and Construction Trades Council that the schoolhouse project was not a union job.

Approximately three or four union men, none members of Petitioner Unions, refused to continue their work while the picketing took place. All other employees continued to work.

On September 25, 1950 the Respondents sought and received an order from the Law and Equity Court of the City of Richmond temporarily enjoining the picketing as aforesaid.

SPECIFICATION OF ERRORS TO BE URGED

The Supreme Court of Appeals of Virginia erred:

1. In refusing to accept Petitioners' petition of appeal and hold that the peaceful picketing engaged in by certain of the Petitioners was protected by the First and Fourteenth Amendments of the Constitution of the United States against infringement by the Law and Equity Court of the City of Richmond.

2. In affirming the decrees of the Law and Equity Court of the City of Richmond.

REASONS FOR GRANTING THE WRIT

The important question of constitutional protection of peaceful picketing solely for communication purposes is presented by this case. The basic issue is whether or not peaceful picketing per se is entitled to such protection. The National Labor Relations Act, as amended, is not involved.

In *Hughes v. Superior Court of California*, 339 U.S. 460, 465, 94 L. Ed. 985, 992, this Court stated:

" * * And we have found that because of its element

of communication picketing under some circumstances finds sanction in the Fourteenth Amendment. Thornhill v. Alabama, 310 U.S. 88, 84, L. Ed. 1093, 60 S. Ct. 736; American Federation of Labor v. Swing, 312 U.S. 321, 85 L. Ed. 855, 61 S. Ct. 568; Bakery and Pastry Drivers and Helpers Local v. Wohl, 315 U.S. 769, 86 L. Ed. 1178, 62 S. Ct. 816; Cafeteria Employees Union v. Angelos, 320 U.S. 293, 88 L. Ed. 58, 64 S. Ct. 126. However general or loose the language of opinions, the specific situations have controlled decisions. * * "

The decisions cited as applied to the facts of the instant case were brought to the attention of both Virginia Courts but rejected by them. The Courts thus committed palpable error which this Court is respectfully requested to correct.

The sole object of the picketing was to communicate to members of Petitioners' Council and Unions and their friends that non-union men were working on the schoolhouse project (R. 211, 218, 221, 223, 226, 231, 248, 249, 253-257, 262, 263, 289, 293, 305, 313, 315, 323, 339, 340, 459). There was no attempt to violate the state anti-trust law. *Giboney v. Empire Storage and Ice Company*, 336 U.S. 490, 93 L. Ed. 834, 69 S. Ct. 684. There was no effort to compel an employer to coerce his employees to join a union contrary to state law. *Building Service Employees International Union v. Gazzam*, 339 U.S. 532, 94 L. Ed. 1045. There was no dictation by Petitioners to business men and property owners as to business policy concerning construction at the schoolhouse. *International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers Union, Local 309, et al., v. Hanke, et al.*, 339 U.S. 470, 94 L. Ed. 995. Petitioners took no action to compel Respondents to hire union members to the exclusion of non-union men in violation of Virginia Code 1950, Secs. 40-68 through 40-74, the Virginia "Right to Work" law. *Hughes v. Superior Court of California, supra.*

The record unequivocally discloses that the sole and exclusive object of the picketing was that of communica-

tion. Petitioners by picketing did not seek to deprive non-union employees then engaged in work on the schoolhouse of the right to continue such work unless they became members of a union. (R. 240, 249, 282, 289, 332). Thus, there was no basis in fact for the Law and Equity Court of the City of Richmond to hold that "the picketing complained of was conducted and carried on by the defendants . . . for aims, purposes and objectives in conflict with the provisions of the Right to Work laws of the State of Virginia and, therefore, illegal . . . " (R. 26).

That a state court has power to declare what the public policy of such state is concerning labor relations and determine that peaceful picketing violates such policy and is thus enjoinable is not disputed. However, in the instant case both the Law and Equity Court of the City of Richmond and the Supreme Court of Appeals of Virginia erred in applying the public policy of that state. That policy was declared by the Supreme Court of Appeals in *Edwards v. Commonwealth of Virginia*, 191 Va. 272 (1951). There the Court stated, after reviewing the pertinent decisions of this Court, that:

> "The instrument of state action, whether judicial process or legislative enactment must be specifically directed to acts or conduct which overstep legal limits and *not include those which keep within the protected area of free speech.*"
>
> (Emphasis supplied)

Thus the public policy of the State of Virginia recognizes that picketing is not illegal when in the protected area of free speech and that the Virginia Courts may not use their judicial process to limit picketing within that protected area. If the picketing in the instant case is not within such area then, in truth, no such protected area exists in Virginia or anywhere else. For the record abundantly demonstrates that the picketing here was used solely for speech purposes to inform union men and their friends that non-union workers were employed on the job site. No other

purpose rationally can be attributed to the picketing. To impute a different or further purpose to the picketing is to fly in the face of the record and distort facts. And that is the error committed by the Virginia Courts.

For, in effect, the Courts stated that Petitioners by picketing sought to compel the non-union men to quit work or join a union. But the record discloses that the non-union men did not quit work and did not join the union. Further, nowhere in the record does it appear that any contact by Petitioners was made with any non-union man for any purpose at any time. Furthermore, the record does not show that Petitioners compelled or sought to compel either the General Contractor or any sub-contractor to coerce any employee to join a union or refrain from joining a union. The request of O. J. Graham by Petitioner Joinville that a union plumbing sub-contractor be given the job on the schoolhouse does not constitute compulsion or coercion. (R. 210, 214, 215, 234-236, 260, 261, 274-277, 288, 417-420, 465-467) Cf. *Building Service Employees Internation Union v. Gazzam, supra.*

Thus, on the facts there could not have been a violation of the Virginia Right to Work Law by Petitioners. The Virginia Courts in so holding acted in obvious disregard of the facts with an arbitrariness this Court should not condone. *Ward & Gow v. Krinsky,* 259 U.S. 503, 42 S.Ct. 529, 66 L.Ed. 1033; *Corn Products Ref. Co. v. Eddy,* 249 U.S. 427, 39 S.Ct. 325, 63 L.Ed. 689. The enjoining of the peaceful picketing in this case deprived Petitioners of rights protected by the First and Fourteenth Amendments of the Federal Constitution. This protection the Petitioners have claimed from the outset.

The issue involved is one of paramount importance to every union worker in the land. If the peaceful picketing employed by the Petitioners for the sole purpose of communication is not protected by the Federal Constitution, then peaceful picketing is per se illegal.

This is the effect of the Virginia Courts' decisions. But this Court has not so held. On the contrary, this Court has steadfastly recognized that the element of communication in peaceful picketing is protected by the Federal Constitution. Thus a Federal question exists.

CONCLUSION

For the foreging reasons, it is respectfully requested that this petition for a Writ of Certiorari be granted.

Respectfully submitted,

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JOHN R. FOLEY
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Washington, D. C.

Counsel for Petitioners

APPENDIX
UNITED STATES CONSTITUTION

First Amendment

Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.

Fourteenth Amendment

Section 1. All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

VIRGINIA CONSTITUTION

Art. I, Sec. 12. — 2 Michies Dig. 771, §153.

Freedom of the Press and of Speech

That the freedom of the press is one of the great bulwarks of liberty, and can never be restrained but by despotic governments, and any citizen may freely speak, write and publish his sentiments on all subjects, being responsible for the abuse of that right.

STATE STATUTE

Virginia Code 1950, Secs. 40-68 through 40-74

Sec. 40-68. It is hereby declared to be the public policy of Virginia that the right of persons to work shall not be denied or abridged on account of membership or nonmembership in any labor union or labor organization.

Sec. 40-69. Any agreement or combination between any employer and any labor union or labor organization whereby persons not members of such union or organization shall be denied the right to work for said employer, or whereby such membership is made a condition of employment or continuation of employment by such employer, or whereby any such union or organization acquires an employment monopoly in any enterprise, is hereby declared to be against public policy and an illegal combination or conspiracy.

Sec. 40-70. No person shall be required by an employer to become or remain a member of any labor union or labor organization as a condition of employment or continuation of employment by such employer.

Sec. 40-71. No person shall be required by an employer to abstain or refrain ftom membership in any labor union or labor organization as a condition of employment or continuation of employment.

Sec. 40-72. No employer shall require any person, as a condition of employment or continuation of employment, to pay any dues, fees or other charges of any kind to any labor union or labor organization.

Sec. 40-74. Any person who may be denied employment or be deprived of continuation of his employment in violation of sections three, four or five or of one or more of such sections, shall be entitled to recover from such employer and from any other person, firm, corporation or association acting in concert with him by appropriate action in the courts of this Commonwealth, such damages as he may have sustained by reason of such denial or deprivation of employment.

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IN THE

Supreme Court of the United States

OCTOBER TERM, 1951

No. 800

LOCAL UNION NO. 10, UNITED ASSOCIATION OF JOURNEYMEN PLUMBERS and STEAMFITTERS OF THE UNITED STATES AND CANADA OF THE AMERICAN FEDERATION OF LABOR, et al.,

Petitioners

v.

O. J. GRAHAM, O. T. GRAHAM, and E. M. GRAHAM, Partners, Trading As Graham Brothers,

Respondents.

PETITIONER'S BRIEF IN REPLY TO RESPONDENTS BRIEF IN OPPOSITION TO GRANTING OF WRIT OF CERTIORARI

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IN THE

Supreme Court of the United States

OCTOBER TERM, 1951

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Respondents.

PETITIONER'S BRIEF IN REPLY TO RESPONDENTS BRIEF IN OPPOSITION TO GRANTING OF WRIT OF CERTIORARI

To the Honorable Chief Justice and Associate Justices of the Supreme Court of the United States:

Pursuant to Rule 38(4)(a) of the rules of this Court, Petitioners submit this brief in reply to Respondents brief in opposition to the granting of a writ of certiorari.

The Respondents claim the Virginia Right to Work law was violated by Petitioners' peaceful picketing. Reliance is placed upon the Decree of the Law and Equity Court of

the City of Richmond awarding a permanent injunction and damages on July 17, 1951 (R. 26). The Supreme Court of Virginia, on January 23, 1951, refused to accept this case on appeal and affirmed the decree of the lower court (R. 35).

It is significant that at the time the foregoing courts made their decisions in this case, the status of peaceful picketing for communication purposes under the Virginia Right to Work law had not been determined in a considered opinion by the state's highest court. Thus, there was no yardstick available to guide any of the state courts in properly settling the important Constitutional issue raised by this case. However, on September 10, 1952, the Supreme Court of Virginia in *Local 1018, et al. v. Rountree, et al.*, rendered a decision virtually on all fours with instant case, the effect of which decision was to protect peaceful picketing for communication purposes. Since the court's opinion is unreported as yet, it will be set out below in its entirety:

SUPREME COURT OF APPEALS
STATE OF VIRGINIA

Painters and Paperhangers Local Union No. 1018, A. F. of L., an Association, and Others.

v. Record No. 3972

Rountree Corporation and Eanes Corporation

Present: Hudgins, C. J., Eggleston, Spratley, Buchanan, Miller, and Whittle, JJ.

Staunton, Virginia, September 10, 1952

Opinion by Justice Archibald C. Buchanan.

FROM THE LAW AND EQUITY COURT OF THE CITY OF RICHMOND—THOMAS C. FLETCHER, JUDGE

Rountree Corporation and Eanes Building Corporation, complainants below, filed their bill for an injunction to restrain the union and its agents defendants below, from picketing the complainants' premises. The trial court refused to award the injunction, but upon presentation of the bill and defendants' answer to two justices of this court (Code 1950, §8-618) a temporary injunction was granted on the ground that the picketing was being carried on for an unlawful purpose. Afterwards depositions were taken and a decree was entered by the trial court holding that the picketing was unlawful and that the plaintiffs were entitled to such damages as they might show they had sustained on account thereof. Later a jury, empanelled to assess the damages, returned a verdict in favor of Rountree Corporation for $1,587.18 upon which judgment was entered and this appeal followed.

The defendants make eleven assignments of error but they present only these two issues: (1) whether the picketing, which was concededly peaceful, was for an unlawful purpose and therefore properly enjoined; (2) if so, whether the damages allowed were adequately proved.

There is little dispute about the facts. Eanes Corporation owned premises 111-115 West Broad street, in Richmond, in which Rountree Corporation, its lessee, conducted a retail furniture business. These premises were badly damaged by fire on November 12, 1948. Reconstruction and repairs were made and during their progress business operations were conducted in part and it was planned to reopen on a complete basis on May 10, 1949. When the picketing began on April 21, only painting and electrical work remained to be done.

The painting work had been let to O. A. Walker, who employed union labor and who began work the latter part of March, 1949. On April 8, Walker's

painters left the job and did not come back. The next day Eanes, president of the complainant companies, was informed that they were on strike. He then called Wilton B. Dickerson, inquired whether he operated a non-union shop, and on being advised that he did, Eanes engaged him to finish the painting. Dickerson began work on April 17 and there was no interference with his work after he took over the job.

In the meantime, the defendant Reynolds, business agent for the union, had written a letter to Eanes, dated March 31, 1949, stating:

> "We have been informed that your company is anticipating doing some painting and decorating. It would be greatly appreciated if you would consider using Union labor. My telephone number is 2-6837 and I will be glad to render any service possible."

On April 21, 1949, four days after Dickerson and his men began work, the union began picketing in front of the Rountree premises. This picketing consisted of one picket at a time, the defendant Rowe being one of them, walking back and forth on the sidewalk in front of the store, carrying a sign reading: "This painting is unfair to the Painters and Paperhangers Local Union No. 1018, A. F. of L., members of Richmond Trades and Labor Council."

This picketing continued until May 6, 1949, when it was enjoined as stated. Admittedly it was orderly and peaceful at all times and in all respects. It did not obstruct entrance into or exit from the store or the use of the street and no effort was made to impede customers. No attempt was made to have Dickerson sign a union contract, nor to induce the painters to become members of the union, nor to interfere with their continuing to work.

For about two days after the picket line was established no electricians appeared on the job. The electrical contractor informed Eanes that his men

were not permitted to cross the picket line. The contractor testified that after two days he got another crew of union men who crossed the picket line and resumed the work. He estimated the picket line caused a delay of ten days in the electrical work, including two days when he had two men, three days in acquainting the new men with the work already done and five additional days of work with a short crew.

There was testimony for the complainants to the effect that a delay of 30 days was experienced in completing the repairs and fully opening for business, of which ten days were chargeable to the defendants as a result of the picket line.

Prior to the picketing the complainants had never been engaged in any controversy with the union or its members; and likewise there was no controversy between the painting contractor or the electrical contractor and their employees, and no demand of any kind had been made on the complainants by the union. The only communication between the union and the complainants was the letter of March 31, above quoted.

Reynolds, the business agent of the union, testified that the purpose of the picketing was "To let the friends of organized labor and the sixteen thousand members that we have here in Richmond and vicinity know who is fair and unfair to us." On cross-examination he was asked what he wanted to accomplish by the picketing, and he said, "I wanted them sixteen thousand Union boys and ladies, and the sympathizers of organized labor in the City of Richmond and vicinity, to know that that painting was being done non-union."

In their answer to the bill, the defendants said they desired to unionize the non-union painting contractor and that the picketing had a twofold purpose—to let friends of the union know that a non-union contractor was doing the work and to let members

of the Richmond Building Trades Council and all organized labor of the vicinity know that fact.

In a written motion to dissolve the temporary injunction the defendants stated: "The purpose of the said peaceful picketing at all times has been to inform the public that non-union painters were being employed to do the painting on the complainants' premises to the end that plaintiff's employees or some of them may be unionized, that is, they or some of them become members of defendant union."

The defendants argue that the picketing was for the sole purpose of communication, and no more than an exercise of their right to freedom of speech, guaranteed by the First and Fourteenth Amendments of the Federal Constitution and by the twelfth section of the Virginia Bill of Rights.

The complainants contend that communication was not the sole purpose of the picketing but that the true purpose was to compel complainants to get rid of the non-union painters, employees of Dickerson, an independent contractor, or to compel those employees to join the union as a condition of continued employment. Such purpose it is argued was unlawful and hence the picketing was properly enjoined under the doctrine of *Gibony v. Empire Storage and Ice Company*, 336 U.S. 490, 69 S. Ct. 684; 93 L. ed. 834, and similar cases.

In *Edwards v. Commonwealth*, 191 Va. 272, 60 S. E. 2d 916, we reviewed the picketing cases decided by the United States Supreme Court beginning with *Thornhill v. Alabama*, 310 U.S. 88, 60 S. Ct. 736, 84 L. ed. 1093, and including the *Gibony* case, as well as the three cases decided in May, 1950. We concluded from that review that the holding in the *Thornhill* case had not been departed from to the effect that a statute (or an injunction) which prohibits picketing for a lawful purpose, unaccompanied by the threat or the fact of force, and limited to truthful publication of the facts of a dispute, is invalid; that regulation of picketing by the State,

through legislation or court action, must have a reasonable basis in preventing disorder, restraining coercion, protecting life or property, or promoting the general welfare.

We held in the *Edward* case that the part of section 3 of the picketing statute, Acts 1946, ch. 229, p. 391, Code 1950, §40-64, which made it unlawful for a person not a *bona fide* employee of the business or industry being picketed to participate in any picketing with respect to such business or industry was invalid.

McWhorter v. Commonwealth, 191 Va. 857, 63 S. E. 2d 20, involved a prosecution under section 1 of the same act for interference with the right to work by the use of insulting language. The defendant there contended that the statute constituted an abridgment of the right of freedom of speech and was designed to end the practice of picketing. In upholding the validity of that section, we said:

"We see nothing in the section of the statute here under review which supports the assertion of the defendant that it was 'designed to end the practice, common to labor disputes, known as picketing'. It does not prohibit 'peaceful picketing or peaceful persuasion' in connection with labor disputes which are protected under the constitutional guaranty of freedom of freedom of speech. *American Federation of Labor v. Swing*, 312 U.S. 321, 61 S. Ct. 568, 85 L. ed. 855." 191 Va. at p. 865, 63 S. E. 2d at p. 24.

In *Cafeteria Employees Union v. Angelos*, 320 U.S. 293, 64 S. Ct. 126, 88 L. ed. 58, cited in both the *Edwards* and *McWhorter* cases, the court reversed an order enjoining the union from picketing at or near Angelos' place of business as being illegal restraint upon "the right of workers to state their case and to appeal for public support in an orderly and peaceful manner regardless of the area of immunity as defined by state policy." That case also held that the use of the words "unfair to organized and political controversies" and "is not to falsify

facts." See also on this point *Blossom Dairy Co., v. International Brotherhood, Etc.*, (W. Va.), 23 S.E. 2d 645.

In *American Federation of Labor v. Swing*, 312 U.S. 321, 61 S. Ct. 568, 85 L. ed. 855, also cited in the *Edwards* and *McWhorter* cases, an injunction had been granted against picketing on the ground that "peaceful persuasion" was forbidden because those who were enjoined were not in Swing's employ. It was held that such a ban of free communication was inconsistent with the guarantee of freedom of speech; that "The right of free communication cannot therefore be mutilated by denying it to workers, in a dispute with an employer, even though they are not in his employ." 312 U.S. at p. 326, 61 S. Ct. at p. 570.

In *Bakery and Pastry Drivers, Etc., v. Wohl*, 315 U.S. 769, 62 S. Ct. 816, 86 L. ed. 1178, it was said that "one need not be in a 'labor dispute' as defined by state law to have a right under the Fourteenth Amendment to express a grievance in a labor matter by publication unattended by violence, coercion, or conduct otherwise unlawful or oppressive." 315 U.S. at p. 774, 62 S. Ct. at p. 818.

The principles announced in the cases cited are, we think, controlling in the case in judgment.

Clearly the picketing was conducted in a manner that offended no established rule and was legal unless it was for an unlawful purpose.

The purpose of the picketing avowed in the answer and in the motion to dissolve was to unionize the non-union painting contractor and his employees. The evidence does not disclose a different purpose. The charge that there was a purpose to compel the complainants to discharge the non-union painters or to compel the painters to join the union as a condition of their continued employment is not established by the evidence. No such demand or even suggestion was made by the defendants to the complainants, to the contractor or to his men. If the

peaceful publication of the facts in an effort to unionize the painters resulted in economic pressure on the complainants, as employers of the painters, that result did not make the purpose unlawful or the picketing illegal. It cannot be said that picketing otherwise legal becomes illegal because of the possibility that as a result of it a person affected by it may do an unlawful act, unless the purpose of the picketing is to compel the doing of such an act.

This that was said in *Senn v. Tile Layers Protective Union, &c.*, 301 U.S. 468, 57 S. Ct. 857, 81 L. ed. 1229, is applicable here: "The sole purpose of the picketing was to acquaint the public with the facts and, by gaining its support to induce Senn to unionize his shop. There was no effort to induce Senn to do an unlawful thing. There was no violence, no force was applied, no molestation or interference, no coercion. There was only the persuasion incident to publicity. * * *"

Building Service &c. Union v. Gazzam, 339 U.S. 532, 70 S. Ct. 784, was cited in the *Edwards* case an upholding an injunction against peaceful picketing because it was for the unlawful objective of having the employer coerce his employees' selection of a bargaining representative. It was there said that picketing is in part an exercise of the right of free speech, "But since picketing is more than speech and establishes a *locus in quo* that has far more potential for inducing action or non-action than the message the pickets convey, this Court has not hesitated to uphold a state's restraint of acts and conduct which are an abuse of the right to picket rather than a means of peaceful and truthful publicity."

The court distinguished the *Swing* case, pointing out that peaceful picketing for any lawful purpose was not prohibited by the decree under review, and that "Respondent does not contend that picketing *per se* has been enjoined but only that picketing which has as its purpose violation of the policy of the State. There is no contention that picketing di-

> rected at employees for organization purposes would be violative of that policy. * * * The injunction granted was tailored to prevent a specific violation of an important state law."
>
> The record here fails to disclose any violation of picketing statute dealt with in the *Edwards* and *McWhorter* cases; or any violation of the Right to Work statute (ch. 2, Acts 1947, extra session, p. 12; Code 1950, §40-68 ff.) held valid in *Finney v. Hawkins*, 189 Va. 878, 54 S.E. 2d 872; or violation of any other statute; nor do we think it violated a State policy. It is not the public policy of this State to prohibit all picketing. Only certain types are prohibited by the picketing statute referred to. By the 1952 amendment of that statute, Acts 1952, ch. 674, p. 1123, courts of equity were authorized to enjoin interference with lawful picketing when necessary to prevent disorder, etc.
>
> We hold that the picketing in question was lawful, and, that being true, it was not a basis for the assessment of damages against the defendants. "One has no constitutional right to a 'remedy' against the lawful conduct of another." *Senn v. Tile Layers Protective Union, &c., supra.*
>
> The decree appealed from is therefore reversed and final decree for the defendants will be entered
>
> *Reversed and final decree.*

In refusing to accept the instant case on appeal and render the same decision made in the foregoing case, the Supreme Court of Virginia committeed palpable error. The arbitrariness of the court's action is plainly manifest.

For there is no basis in fact or in law why the picketing in the *Rountree* case was lawful and the picketing in the instant case is unlawful and thus enjoinable. There was no violation of state policy by the picketing in the *Rountree* case. The court stated clearly: "It is not the public policy of this State to prohibit all picketing."

The picket sign in the *Rountree* case read: "This paint-

ing is unfair to the Painters and Paperhangers Local Union No. 1018, A. F. of L., member of Richmond Trades and Labor Council."

The picket sign in the instant case read: "This is not a union job. Richmond Trades Council."

As in the *Rountree* case, the picketing here was carried on by one person only at the job site. And as to the crucial question in both cases—whether an unlawful demand of any kind was made on the company involved by the union involved—the record in the instant case discloses there was no such demand by Petitioners on Respondents. There was discussion by Petitioners with Respondents relative to employment of union sub-contractors in the future when Joinville visited Graham on July 28, 1950. But the only basic difference in the communication in both cases is that in the instant case it was made by Joinville's personal visit while in the *Rountree* case it was made by letter. Surely, the difference in the method of communication provides no substantial basis justifying the enjoining of the picketing here and the protection of the picketing in the *Rountree* case.

A brief recital of the testimony in the instant case discloses that there was no demand made on or threat given by Petitioners to Respondents.

Respondent alleges that on July 28, 1950, Petitioner Joinville and one Cochrane "told Graham that they wanted him to work all union labor on the job or suffer the consequences: . . . and that Graham would have to take the non-union plumbing subcontractor off the job and cancel his contract." (Respondent's brief pp. 3-4.). The Record conclusively and clearly contains an explanation of the purpose of Joinville's visit and the conversation that took place with Graham. The testimony of Joinville on pages 465 to 468 of the Record is as follows:

Q. Mr. Graham alleges that you called upon him on July 28th,

and I quote: "and renewed his request that all non-union labor on the project be laid off or discharged."

Mr. Graham further alleged, and I quote: "and stated that if that weren't done every effort would be made to prevent any union labor employed by the general contractor or any sub-contractor on that project from continuing work thereon."

Did you make any demand of Mr. Graham that he lay off all non-union labor on the project?

A. I did not.

Q. Did you tell him that you were going to put a picket around the job or prevent the union labor employed by the general contractor or any sub-contractor on the project continuing to work thereon?

A. I did not. I told Mr. Graham this, in these almost exact words, "that I thought that my local union, plumbers and steam fitters, would question Mr. Graham using union sub-contractors on some jobs to make a profit and then falling back on the State Law on other jobs to use non-union plumbing contractors, that I was positive and knew that my local [fol. 447] union would call that to my attention and would be reluctant to lend their name and their membership to making money for Mr. Graham when he was so insistent in not violating the State Law when he only used union and non-union sub-contractors to get contracts and didn't care whether he violated the law or not as long as he got a price, and price alone!"

Q. Mr. Graham then told you that he would employ one hundred per cent union contractors if the sub-contractors were low bidders?

Mr. Moore: I object to counsel leading the witness.

A. Mr. Graham had always as a general contractor in the past on his other work estimated and got jobs on price and he took, as other contractors will do, many of them in this city—took a low bid. That is the way they receive contracts. It is no question about that. That is normal business and that is what happens. No contractor would ever deny that, that he gets it on cost. If he doesn't, his competitor gets it, except for a cost plus when it is handed out to him on a platter.

Q. If Mr. Graham then employed one hundred per cent non-union on cost, there would be no occasion for him to employ any union men, would it?

A. That is right—he would get a non-union sub-contractor and

he would hire where there was no wage standards on [fol. 448] hours or wages and he would employ anyone he wanted and pay them whatever he wanted to.

Q. If he employed one hundred per cent union, then there would be no occasion for him to employ non-union?

A. That is right.

Q. You have testified that you went to see him for the purpose of getting him to use some of your union sub-contractors, is that correct?

A. That is my job, to promote sub-contractors and my membership wherever possible.

Q. He refused to do just that, didn't he?

A. He said he had already let the contract to a non-union—as I assume, I had no relationship with him—to a contractor by the name of Talley and he had no intention of violating that contract with Talley, and I agreed with him.

Q. Then he denied your men the right to work for him, didn't he?

A. He definitely did.

Mr. Moore: I object to that question as it is leading. Counsel is continually leading this witness, to which I have objected before and do again. Also the question calls for a conclusion of law on the part of the witness which he is not qualified to state.

[fol. 449] By Mr. Stallard:

Q. Mr. Joinville, did Mr. Graham refuse to employ any of your local union men?

A. He definitely took the stand he wouldn't have anyone but Talley on that job.

Q. Did you ask Mr. Graham to cancel his contract with Talley?

A. No. I have been in this construction business long enough and business agent for twenty some years and I know when a contract is signed and delivered nobody cancels them.

Q. That would have nothing to do with the State Law, would it?

A. That is right.

Mr. Moore: I object again to this question on the ground the witness is not qualified as an expert and he is being asked to state conclusions of law.

By Mr. Stallard:

Q. In any event, if he changed his position and cancelled his contract, he would breach his contract, wouldn't he?

Mr. Moore: I object on the same ground.

A. He would have the right I assume under various phases of his contract to cancel it at any time and place it with another contractor. I presume as a business man he [fol. 450] preserved that right.

Q. But if he didn't have that reservation, it would be a breached contract, wouldn't it?

A. It would definitely.

Q. Mr. Graham testified that you stated, and I quote: "that whatever consequences that resulted from that." What did you have reference to there if you used that language?

A. If I used that language—of course, I don't remember definitely—I had reference to that if Mr. Graham continued to go along as he told me he was going, using a contractor where he had a better price to make a bid, that my members I assumed would question me about whether they should lend themselves to helping Mr. Graham, that maybe we would keep them strictly within his interpretation of the law, that he would be violating the great State of Virginia Law to employ the union sub-contractor and have union men on his job. That is what he implied, that it would be a violation of the law.

Q. Did you state to him at any time you would put a picket on the job?

A. I never threatened him with a picket.

Cross-examination by Respondent's counsel did not elicit any statements qualifying, altering or contradicting the aforestated testimony. There was no request that Graham cancel his contract with Talley. In fact Joinville agreed that Graham should not violate the contract (R. 467). The purpose of Joinville's visit was not to make demands or threats. Rather, it was to discuss Graham's policy for hiring of union sub-contractors in the future. Proof of this is seen in Respondent counsel's cross-examination of Joinville which educed the following:

(R. 473.)

"By Mr. Moore:

Q. Mr. Joinville, you say that you told Mr. Graham your union

objected to him using union sub-contractors on some jobs and non-union sub-contractors on other jobs?

A. Yes.

Q. Why do you object to that?

A. Because he used my organization to get contracts. He definitely used us if he wanted to estimate on a union job, Thalhimer's or any customer that wanted or would like the union men. He would have to cater to our union labor on there so there wouldn't be any labor disputes or cause the owner any trouble. He would definitely have to use us and we object to him using us when it suits his convenience and then throwing us out when it doesn't. This naturally has hurt us, (R. 474)

Q. Your objection was that he didn't use you all the time?

A. After all, if he used us to further his own interests [fol. 460] on half a dozen jobs, he certainly owed us a little something for the privilege of using us; he certainly owed us the courtesy of giving us the opportunity of doing his work on other jobs. If I had a non-union employer and I made him money for a year, I would feel very much surprised and maybe very bitter against him if he laid me off when he could hire somebody five cents cheaper the next day.

. . . . . .

Q. So the effect of what you were asking Mr. Graham to do was to so employ sub-contractors on all of his work that only union labor work on them. (R. 475)

A. I didn't ask Mr. Graham anything about that. What I asked Mr. Graham I presented him—we have a directory and I presented Mr. Graham a directory and a list of contractors whom we would like to have him give an opportunity to bid on his work.

. . . . . .

Q. At the time you talked to Mr. Graham at the time you handed him a list or directory you asked him that he use only those contractors. Now the result of his using only those contractors under the conditions they were working at that time would be he would use all union labor and no non-union labor, isn't that right? [fol. 463]

A. Yes, sir, if he had used any one of those contractors he would have gotten a union contractor.

Q. And if he used only those contractors, he would never use a non-union plumber?

A. He asked for that list many a time. When he goes after a union job he doesn't take any other list. He asked for that list—I think we could show we have had requests from Mr. Graham when he was given a union job he was given the list of union sub-contractors. (R. 476)

Thus, there is no substantial factual basis in the Record supporting Respondents' statement in their brief:

> "that they [Petitioners] demanded of respondents that this [making jobs union] be accomplished by cancelling the contract with the non-union sub-contractor, threatening them with the consequences if they failed to acquiesce in that demand; and that the actual picketing was conducted for the purpose of stopping work on the project so that respondents would be faced with the alternative of using all union labor on the project, or closing down the job." (Respondents' Brief, p. 6.)

The Respondents have sought to depict a demand instead of a mere request for statement of future business policy, and thus support the injunction ordered in this case. However, on this ground or any other, the Record, as particularly set forth above, presents no real basis whereby the Virginia Supreme Court may protect peaceful picketing in the *Rountree* case and refuse the same constitutional protection in the instant case.

No lengthy consideration is warranted of the cases involving the National Labor Relations Act referred to on pp. 9 to 11 of Respondents' brief. In *I.B.E.W. v. N.L.R.B.*, 341 U.S. 694, 697, the business agent, Patterson, picketed the job site and then telephoned the general contractor, Giorgi, and informed the latter that he, Giorgi, would have to replace the non-union sub-contractor, Langer, in order to complete the job, and Patterson further stated "that if Giorgi did not replace Langer, he would not receive any skilled trades to finish the rest of the work." In the in-

stant case there was no communication by the union representatives with Respondents after the picketing commenced —nor had there been any communication between the parties for two months prior to the picketing.

In *N.L.R.B. v. Denver Building and Construction Trades Council*, 341 U.S. 675, there had been a long standing dispute between the Council and the non-union sub-contractor. The Record in the instant case does not disclose that there was a dispute at anytime between the Council and Talley, the non-union plumbing sub-contractor. The absence of such a dispute fortifies the Petitioner's evidence that the peaceful picketing was for communication purposes only and did not have as an object the termination of Graham's contract with Talley.

The constitutional protection of peaceful picketing for communication purposes was not an issue in *Local 74, et al. v. N.L.R.B.*, 341 U.S. 707, 95 L. Ed. 1309.

On the basis of the facts and the authorities cited, it is respectfully submitted that the peaceful picketing for communication purposes in the instant case deserved the same constitutional protection by the Supreme Court of Virginia as that Court afforded the picketers in the *Rountree* case. The Court acted arbitrarily in denying that protection. An important federal question was raised warranting the issuance of a writ of certiorari.

Respectfully submitted,

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IN THE

Supreme Court of the United States

OCTOBER TERM, 1952

NO. 86

LOCAL UNION NO. 10, UNITED ASSOCIATION OF JOURNEYMEN PLUMBERS AND STEAM FITTERS OF THE UNITED STATES AND CANADA OF THE AMERICAN FEDERATION OF LABOR, ET AL.,

Petitioners,

vs.

O. J. GRAHAM, O. T. GRAHAM, and E. M. GRAHAM, Partners, Trading as Graham Brothers,

Respondents.

ON WRIT OF CERTIORARI TO THE SUPREME COURT OF APPEALS OF VIRGINIA

BRIEF FOR PETITIONERS

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ON WRIT OF CERTIORARI TO THE SUPREME COURT OF APPEALS OF VIRGINIA

BRIEF FOR PETITIONERS

Opinion Below

Neither the Law and Equity Court of the City of Richmond nor the Supreme Court of Appeals of Virginia rendered an opinion.

Jurisdiction

The judgment of the Law and Equity Court of the City of Richmond was entered on July 17, 1951 (R. 26).

On January 23, 1952, the Supreme Court of Appeals of Virginia issued an "Order Refusing Appeal" (R. 35). On

April 15, 1952, by order of Mr. Chief Justice Vinson, the time within which to file a petition for writ of certiorari was extended to May 17, 1952. (R. 38). A further extension of time to May 27, 1952 was ordered by Mr. Chief Justice Vinson on May 13, 1952. (R. 39). The petition was filed May 27, 1952, and certiorari granted October 13, 1952.

The jurisdiction of this Court is invoked under 28 U.S.C. Section 1257(3).

Questions Presented

1. Is the peaceful picketing herein, conducted for the sole purpose of truthfully communicating the existence of a labor dispute and unaccompanied by any unlawful demands, protected under the First Amendment?

2. Does the injunctive decree herein, unrestricted by any opinion of the Virginia courts and broadly restraining all picketing, constitute a previous general restraint of the right of free speech?

CONSTITUTION AND STATUTE INVOLVED
UNITED STATES CONSTITUTION

First Amendment

Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.

Fourteenth Amendment

Section 1. All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or

property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

STATE STATUTE

Virginia Code 1950, Secs. 40-68 through 40-74

Sec. 40-68. It is hereby declared to be the public policy of Virginia that the right of persons to work shall not be denied or abridged on account of membership or non-membership in any labor union or labor organization.

Sec. 40-69. Any agreement or combination between any employer and any labor union or labor organization whereby persons not members of such union or organization shall be denied the right to work for said employer, or whereby such membership is made a condition of employment or continuation of employment by such employer, or whereby any such union or organization acquires an employment monopoly in any enterprise, is hereby declared to be against public policy and an illegal combination or conspiracy.

Sec. 40-70. No person shall be required by an employer to become or remain a member of any labor union or labor organization as a condition of employment or continuation of employment by such employer.

Sec. 40-71. No person shall be required by an employer to abstain or refrain from membership in any labor union or labor organization as a condition of employment or continuation of employment.

Sec. 40-72. No employer shall require any person, as a condition of employment or continuation of employment, to pay any dues, fees or other charges of any kind to any labor union or labor organization.

Sec. 40-74. Any person who may be denied employment or be deprived of continuation of his employment in violation of sections three, four or five or of one or more of such sections, shall be entitled to recover from such employer and from any other person, firm, corporation or association

acting in concert with him by appropriate action in the courts of this Commonwealth, such damages as he may have sustained by reason of such denial or deprivation of employment.

STATEMENT

Respondents are Graham Brothers, general contractors in Richmond, Virginia. They were engaged to construct an addition to the George Washington Carver School in Richmond, Virginia (R. 245, 356). The petitioners are the Richmond Building Trades Council, together with various local unions which are affiliated with it and certain of their officers and agents (R. 280).

Work on the construction project commenced during the summer of 1950. On July 27, 1950, certain business agents of trade unions visited the building site. (R. 266, 292, 343). They were Rustad and James of the Carpenters Union, Wright of the Ironworkers Union, Long of the Laborers Union, Turner of the Cement Finishers Union and Cochrane of the Operating Engineers Union (R. 264, 270, 271, 280, 343, 345).

The purpose of their visit was, in accordance with established practice, to find out from Jepsen, the job superintendent, who the subcontractors on the job were, to render assistance to the general contractor, and promote union labor. (R. 233, 266-268, 271).

Witness Cochrane testified as follows:

> "Q. What was the purpose of going up there?
> "A. As a policy or method of the Building Trades Council, where the job starts we sometimes individually and sometimes collectively go and meet with the contractor or the contractor's head or general superintendent on the project and make ourselves acquainted and acquaint the contractor or superintendent of our different crafts and to work up, if we didn't have—at times we

have a complete Building Trades Council working agreement in a way verbally with the contractor. We do the same with him. It is more to promote harmonious relationships with the contractor or the superintendent as to pertaining to their work in any way that we offer our services to the contractor or general superintendent if in any way we can help them in any way, particularly in my line of work, which is the machinery end. All automotive equipment comes under the Operating Engineers and we acquaint ourselves with the contractors, and if there is any way I or the representatives which was the three of our local unions make ourselves acquainted with the equipment and how to run the equipment, which occurs quite often on different projects with an out-of-town contractor that comes into the territory to work and doesn't have the full complement of equipment they will need and will rent and part of the time they will go right to the representatives of the local union and ask: 'Where can I rent this or that?' By them doing that, it is not compulsory, it is never put in any agreement, but they know by their representative having full knowledge of all the equipment in the area, particularly large equipment of large contractors, that nine times out of ten they will want to know what contractor has any specific piece of equipment he will want to rent that is free to be rented. That was one class of service that we as union representatives offer to our customers that we work with.

"Then we meet the contractors on the job. Some of them may not have all union labor on the job. We make ourselves acquainted with the contractor and maybe we can prevail on him to go along with our train of thought, our way of working so maybe he will want to change. If he has say one or two contractors in mind that might be non-union, we prevail on the contractor or maybe the general superintendent and maybe he will want to make a change and through that at times we have got the contractor come in on the job,

> particularly in my own craft—come in and the contractor would what we call straighten up; he would decide, 'I want to go union. I want to work here and want to go union,' and he would. That has happened occasionally . . . I didn't know the superintendent and I don't think there was more than one or two, maybe three that were under the superintendent. [fol. 119.] We went along to get acquainted with him and prevail upon him if he would like to go along and use all union labor. It wasn't any threat made that he had to use it or we were going to put up a picket line or going to riot or shut it down or anything of that sort. It was a very peaceful conference . . .'' (R. 266-268).

Selling contractors on the superiority of union labor over non-union labor so that union subcontractors will get contracts is an important duty of a business agent. (R. 233, 260-261, 284, 326).

The meeting with Jepsen lasted a little over ten minutes. (R. 296). Jepsen stated he overheard a statement by one of the Carpenter business agents, Rustad, that a picket line was to be established at the job-site the following Monday, July 31, 1950. (R. 344, 346, 351). The purpose of this picketing was to advertise that there were non-union subcontractors on the job (R. 345-347) so union men would not come to the site and apply for jobs (R. 347). No one demanded that Jepsen lay off the non-union workers (R. 282, 349, 350, 354), and that union men be placed on the job. (R. 354.)

On July 27, 1950 a non-union plumber and non-union laborers were working on the job. (R. 281, 346, 354.) The following day, July 28, 1950, at 3:30 p. m., J. F. Joinville, business agent of the plumbers union, and Henry Cochran, business agent of the operating engineers union, visited the office of the general contractor, O. J. Graham. (R. 213, 417, 469.) Joinville was not present the previous day when the business agents visited Jepsen. (R. 206, 213.) He vis-

ited Graham solely in the interests of the plumbing and steam fitters union and not as a representative of the council. (R. 219, 275, 278, 281, 490). The purpose of the meeting with Graham was to discuss his future plans concerning the employment of union plumbing subcontractors. (R. 210, 212, 214, 215, 275-277, 473, 475).

Joinville presented Graham with a directory and a list of union plumbing subcontractors pursuant to the established practice of business agents. Joinville wanted Graham to give the listed subcontractors an opportunity to bid on Graham's work (R. 475-476). Graham informed Joinville that T. A. Talley, a non-union plumbing contractor, had been employed to work on the school job, (R. 214, 218, 235, 236) and that he, Graham, intended to see that Talley went through with the commitment. (R. 235-236.) The meeting lasted about twenty minutes. (R. 268.)

Graham testified that Joinville asked him to cancel the Talley contract or suffer the consequences (R. 418, 419). Joinville stated he made no such request. (R. 235, 465-468). He agreed that Graham should not violate the contract with Talley. (R. 469). Joinville further informed Graham that he, Joinville, was not certain what course of action the plumber's union members would take in the future, if Graham continued his policy of using the plumber's union to get certain jobs and reject union plumbing subcontractors on other jobs. (R. 466, 468, 473, 474). Joinville did not threaten to put a picket line on the school project. (R. 288, 468.) No picket line was established on July 31, 1950 (R. 218.)

During the next seven weeks there was no communication with Graham by any representative of the Council concerning the school job. A few days prior to September 25, 1950, some of the business agents of unions affiliated with the Council informally agreed to carry a picket sign at the job site (R. 227, 274, 277, 288, 292, 297, 298, 313, 319, 323, 478). The picketing was to continue only for a short time,

a few days being deemed sufficient to convey the information that the job was not union (R. 223, 245, 255, 256).

The project was at that time in the early stages of construction. Excavating for footings, erecting forms and reinforced steel, pouring concrete and finishing walls were being done (R. 355). A total of fourteen men including common laborers, carpenters, ironworkers, cement finishers, a plumber and helper were employed on the job (R. 355, 356, 358, 362-364). The laborers and the plumbers were non-union (R. 212, 226, 227, 316, 362, 363).

On Monday, September 25, 1950 at 7:30 a. m., G. P. Johnson, business agent of the Painters Union, started picketing on the public sidewalk on the Leigh Street side of the project (R. 372, Exhibit E.W.B. No. 1, 245, 249, 298, 301, 305, 313, 316, 356). He carried a sign stating, "This is not a Union Job, Richmond Building Trades Council." (R. 203, 208, 211, 240, 290, 316.) The picketing was done by a single individual except for a brief period in the early morning when Joinville and Johnson picketed together (R. 205, 230, 313, 316). Long, the business agent of the Laborer's Union, carried the picket sign for two hours (R. 204, 205, 228, 229, 271, 272). Only one sign was carried (R. 307, 308). Each picket carried the sign for a period of two hours following which he was replaced. (R. 226, 298, 304.) Each picket paraded up and down on the north side of Leigh Street, adjacent to the project (R. 245, 253, 356, 366). The picket walked on the sidewalk from Hancock Street to Leigh and back, a distance of 500 feet. (R. 303, 367, 372.) Picketing was confined to one side of the building (R. 366, 367). The picketing continued for a day and a half until noon on September 26, 1950. (R. 356, 360.) During this time the ironworkers did not work. The carpenters worked one hour early Monday, September 25, 1950. (R. 356.) The laborers and the plumber continue to work throughout the picketing (R. 261, 358).

There was no strike, (R. 485). The picketing was peaceful

at all times (R. 250, 367). The statement on the sign "This is Not a Union Job" was truthful (R. 211, 279, 290, 315, 316, 478). No demand of any sort was made by the pickets of the non-union men working at the job site nor of the Superintendent, Brooks (R. 282, 304, 367).

The purpose of the picketing was described by witness Johnson as follows:

> "Q. Why did you picket the job here in question when actually your local union apparently had a contract to do the work?
>
> "A. Only to let my members or members of my local union, members of affiliates of the Richmond Building Trades Council and friends of organized labor in general know that it was a non-union job. (R. 323).

Other witnesses testified to the same effect. (R. 218, 221, 223, 226, 231, 248, 249, 253, 257, 262, 263, 289, 293, 305, 313, 315, 339, 340, 459).

Another Graham's Brothers' superintendent at the construction project, one Ludwig C. Jepsen, called by Graham Brothers as their witness, testified as follows in respect to the purpose of the picketing. (This testimony relates to a discussion which occurred at the time the various union Business Representatives met with Jepsen on July 27, 1950, to discuss the subcontracting situation):

> "Q. What was the topic of conversation among the group of business agents when you went and talked to them?
>
> "A. They were talking between each other and naturally I didn't pay a great deal of attention to them, but they was going to put the picket line on.
>
> "Q. They were talking about putting a picket line on that project?
>
> "A. Yes.
>
> "Q. When was that picket line to be? Did you find out?
>
> "A. They told me the first of the week, possibly Monday.

"Q. What else was said with reference to the picket line? Was there any further discussion about it?
"A. Not so far—I didn't enter into any of that; that was between them and I wasn't in it.
"Q. Were they discussing whether they should have a picket line or not?
"A. Yes, Rustad told the carpenter to go to work until the picket line did appear because there was nothing to indicate there would be a picket line at that time. I asked what the picket line was for and I was advised that the picket line was for union men so they could see there was no union contractors on the job." (R. 344-345.)

* * * * * *

"Q. You were informed, you testified, that the reason for the picket line was that it was non-union labor on the job.
"A. Non-union subcontractors.
"Q. Non-union subcontractors on the job.
"A. Yes." (R. 346.)

* * * * * *

"Q. Was there any mention of plumbing?
"A. No; just mentioned non-union subcontractors.
"Q. Just non-union subcontractors in general?
"A. Yes, sir.
"Q. And said it would be a picket line because non-union subs were working on that job?
"A. Yes, but I advised the union men not to come in and apply for the job.
"Q. Was that while these business agents were there?
"A. That is what they were talking about, the first of it I got.
"Q. So the union men wouldn't come and apply for a job?
"A. Yes." (R. 346-347.)

* * * * * *

"Q. What did you catch of the discussion between them?
"A. The picket line was more for advertising purposes and I asked Mr. Rustad if that affected the carpenters because they don't belong to the Building Trades. He said nevertheless he couldn't cross the picket line or wouldn't cross the picket line." (R. 347.)

"Q. Did anybody request you to lay off the non-union labor on the project?

"A. No.

"Q. Did you hear anybody in the group say they wanted the non-union labor laid off?

"A. No." (R. 349.)

On September 25, 1950, the Law and Equity Court of the City of Richmond ordered a temporary injunction restraining petitioners "from interfering with, molesting or otherwise carrying on their picketing or other activities in front of or around the site of the construction of the George Washington Carver School." (R. 6-7.)

Following the taking of depositions and a hearing thereon, the temporary injunction was made permanent on July 17, 1951 (R. 26). Petitioners asserted from the outset that the injunction deprived them of free speech protected by the First and Fourteenth Amendments to the Federal Constitution (R. 14, 27, 29).

In their motion to dissolve the temporary injunction (R. 15) and in their answer (R. 20-21), the petitioners asserted that the peaceful picketing had one purpose only. This was to inform the members of the Council, the members of the affiliated unions and other unions, and the friends of the Council that the school project was not a union job. At the same time, petitioners denied that they requested the non-union men be discharged (R. 15, 21). They further denied that the purpose of the picketing was to violate the Virginia "Right to Work Law" in any manner (R. 21).

Petitioners appealed the awarding of the permanent injunction and the assessing of $190.00 damages to the Supreme Court of Appeals of Virginia, in which all the constitutional points herein were raised (R. 28). On January 23, 1952, that Court issued its "Order Refusing Appeal" and affirmed the decree of the Law and Equity Court (R. 35). No written opinion was rendered by either Court.

The "Petition for a Writ of Certiorari" to the Supreme

Court of Appeals of the Commonwealth of Virginia was filed May 27, 1952. This Court granted certiorari on October 13, 1952.

SPECIFICATION OF ERRORS

The Supreme Court of Appeals of Virginia erred in

1. Failing to hold that the picketing herein was protected under the First Amendment;

2. Failing to hold that the injunctive decree herein was so broadly phrased as to constitute a previous general restraint of rights protected under the First Amendment; and

3. Failing to order that the injunction herein be dissolved.

SUMMARY OF ARGUMENT

The injunctive decree herein deprives petitioners of rights guaranteed under the First Amendment, first, because the picketing herein under the facts of this case is protected under the First Amendment as an attempt to communicate the existence of a labor dispute, and, second, because the injunctive decree is so broadly phrased as to constitute a proscription of all picketing regardless of its nature or object, thus previously and generally restraining petitioners in the exercise of their right of free speech.

1. In the present case non-union plumbers and laborers were employed in constructing a schoolhouse in the City of Richmond, Virginia, on September 25, 1950. The Richmond Building Trades Council had attempted, unsuccessfully, to persuade the general contractor to utilize subcontractors who were known to employ union labor. When, instead, the contractor dealt with subcontractors known to use non-union labor, the Council, together with other petitioners herein, attempted to picket the construction site. A single picket, carrying a sign which read "This is not a

union job, Richmond Building Trades Council," was stationed at one of the entrances to the premises. No demands were made upon the general contractor or any of the subcontractors. The record is clear that the sole purpose of the picketing, which was entirely peaceful, was to inform the members of the union, the friends of organized labor and the general public that the school project was not a union job. Picketing of an identical nature has been held by the Supreme Court of Appeals of Virginia, in the case of *Local 1018, et al. v. Rountree, et al.*, ... Va. ....., 72 S.E. 2d 402 (advance sheets), not to violate any Virginia law, including the Virginia Right-to-Work Law. The picketing here, however, after continuing for a day and a half, was permanently enjoined. Petitioners were thereby deprived of constitutional rights; the instant picketing is of a nature which must find protection under the First Amendment as a concomitant of the right to free speech if *Thornhill* v. *Alabama*, 310 U.S. 88, is to have any meaning. That case held that peaceful and truthful picketing is protected as a concomitant of the right of free speech by the First and Fourteenth Amendments to the Federal Constitution. Subsequent decisions of this Court have developed variations on the *Thornhill* rule, but have maintained its essence. This Court has continued to recognize that peaceful and truthful picketing contains an element of communication. While protecting this free speech aspect in accordance with the Constitutional guarantee, this Court has sustained State restriction of peaceful picketing but in severely limited situations. Thus the enjoining of peaceful picketing by a State Court has been upheld when the facts demonstrate that the object sought to be achieved by the picketing was unlawful by State statute or State policy as declared by a State Court. Further, picketing has been enjoined when accompanied by or enmeshed with violence. However, when the record discloses, as in the instant case, that the sole object of the peaceful picketing is to convey truthful information that non-union men are employed at a job site

and no violence is involved, then the picketing partakes of free speech and cannot be enjoined.

This case involved simply the peaceful transmitting of information about a labor dispute by a truthful placard held by a single picket on a public street adjacent to the job site where the dispute existed. The picketing was not coercive in nature, and there was no act of coercion "going beyond the mere influence exerted by the fact of picketing." This Court has held such influence insufficient to withdraw the element of communication protectable under the First Amendment. *Cafeteria Employees Union* v. *Angelos*, 320 U.S. 293, at 295. Neither can the picketing herein be dismissed as constituting a mere signal. See *N.L.R.B.* v. *Denver Building & Construction Trades Council*, 341 U.S. 675. The record discloses no such aspect, and there is no more basis here for withdrawing First Amendment protections than there would be had the same picket conveyed the same information by word of mouth, by the passing of a handbill, or by the wearing of an arm band. The fact of communication and not the method utilized must determine constitutional protections; otherwise, free speech could be restrained on a hundred pretexts.

2. The injunctive decree broadly restrains all picketing regardless of its nature or purpose. The Supreme Court of Appeals of Virginia having refused to consider the appeal from the decree, and the trial court having issued no opinion, there is no indication from the Virginia courts respecting the scope of the decree, and it must be regarded as broad as is its plain language. *Cf. International Brotherhood* v. *Hanke*, 339 U.S. 470. This Court has held that there can be no such previous general restraint of First Amendment rights; *Near* v. *Minnesota*, 283 U.S. 697; decrees affecting such an important right as that of free speech must be narrowly drawn to meet the precise unlawful aspect that might be involved. *Thornhill* v. *Alabama*, *supra*.

left open to unions except peaceful picketing. For, under his theory, there is no guarantee that these other available means of communication might not also be deemed socially undesirable by a majority in a legislature. The result, then, would be to deny "unions the freedom to publicize labor disputes altogether." (Ibid, p. 545) The Federal Constitution thus becomes what a majority in a state legislature says it is. And there are forty-eight such legislatures. However, First Amendment rights cannot be weighed and measured; such rights require protection whether its manifestation and exercise are in a small or a large degree.

Peaceful picketing cannot accurately be deemed "simply a species of coercion traveling under the guise of speech for the purpose of enjoying constitutional immunity from state regulation." (Ibid., pp. 360-361) It is truly one of the most effective channels of communication to publicize the existence of a situation in which workers as well as all members of society are interested. For peaceful picketing to be coercive, as the author alleges, requires something more than a single individual carrying a placard, or wearing a sandwich sign, or an arm band, or distributing handbills at a particular place. Whatever response is evoked from the public by the presence of such peaceful picketing cannot be deemed to have been caused by any greater appeal to sympathy than a notice in a newspaper or an announcement over the radio, or by passing information by word of mouth. To conclude otherwise is to introduce factors which determine coercion by age, health and personality of the picketer, the size and color of the placard sign, arm band or handbill, and whether the picketer walks or stands. So that by this rule an aged man in a straight-jacket and leg irons standing with a sandwich sign printed in relatively small letters truthfully setting forth the facts of a labor dispute would be non-coercive. But a young, robust, vigorous man carrying a large sign painted red containing the same truthful information would be coercive. Thus the

ARGUMENT

I

The peaceful picketing herein, unaccompanied by any unlawful demands, having no unlawful purpose and having as its sole object the communication of the existence of a labor dispute, is protected under the First Amendment.

A. THE NATURE AND PURPOSE OF THE PICKETING.

As indicated explicitly in the Statement of Facts, *supra*, the picketing in this case was entirely peaceful and non-coercive in nature and had for its sole purpose the advising of union members, the friends of organized labor, and the general public of the facts of an existing labor dispute at the site of the dispute. The picketing took place after futile attempts to persuade the general contractor to deal with subcontractors who were known in the trade to employ union labor. The union representatives had attempted to point out to the contractor the various advantages to be obtained if the contractor would contract out the plumbing work, the steel construction work, the painting work, the carpenter work, the bricklaying work, and the other types of construction work to subcontractors in those particular fields which employed union labor. These attempts proved unsuccessful for the most part, and, except for certain aspects of the job, the general contractor chose to deal with subcontractors who employed non-union labor. Accordingly, several months after work had commenced, the Richmond Building Trades Council placed a single picket at the job site, carrying a sign which read "This is not a union job, Richmond Building Trades Council." No demands of any nature were made upon the contractor or the subcontractor; in fact, there was no communication at all at the time of the picketing between any union representative and any contractor or subcontractor. The record is clear, both by testimony of union and employer witness, that the sole

purpose of the picketing was to communicate the fact that the construction job was being done non-union. It was hoped that the attendant publicity would be helpful in persuading the contractor to utilize union subcontractors at its next and future construction projects.

The trial court made no findings of fact respecting the nature and purpose of the picketing, and the Supreme Court of Appeals of Virginia refused to consider the case at all on appeal, so that we have no definitive pronouncement from the Virginia courts in this respect. However, the trial court, apparently more by way of a preliminary or introductory statement to the injunctive decree, did state as follows (R. 26):

> ". . . it appearing to the Court that the picketing complained of was conducted and carried on by the defendants, except for those defendants hereinafter noted, and for aims, purposes and objectives in conflict with the provisions of the Right To Work laws of the State of Virginia and, therefore, illegal, that a permanent injunction is necessary to prevent irreparable harm and damage to the complainants, . . ."

If this statement be regarded as a finding of fact, two answers immediately present themselves. First, this Court will not permit important constitutional liberties to be "denied through spurious findings of fact in a state court." *Milk Wagon Drivers Union* v. *Meadowmoor Dairies, Inc.*, 312 U.S. 287, at 299. As very specifically stated in that case at 293: "Still it is of prime importance that no constitutional freedom, least of all the guaranties of the Bill of Rights, be defeated by insubstantial findings of fact screening reality. That is why this Court has the ultimate power to search the records in the state courts where a claim of constitutionality is effectively made." Accordingly under Meadowmoor, this Court has the right and the duty to search the record to ascertain the true nature and purpose of the picketing involved in this case. Such a search will reveal the purpose to be as

indicated in the Statement of Facts herein—a purpose free from any unlawful aspects.

Second, the Supreme Court of Appeals of Virginia, in a companion case to the present one, *Local 1018, et al. v. Rountree, et al.*, ... Va. ....., 72 S.E. 2d 402, announced affirmatively that picketing of the precise nature here involved did not constitute a violation of the Virginia Right-to-Work Law or any other state law or policy.[1] That Court stated in this respect as follows:

(P. 42) "... The charge that there was a purpose to compel the complainants to discharge the non-union painters or to compel the painters to join the union as a condition of their continued employment is not established by the evidence. No such demand or even suggestion was made by the defendants to the complainants, to the contractor or to his men. If the peaceful publication of the facts in an effort to unionize the painters resulted in economic pressure on the complainants, as employers of the painters, that result did not make the purpose unlawful or the picketing illegal. It cannot be said that picketing otherwise legal becomes illegal because of the possibility that as a result of it a person affected by it may do an unlawful act, unless the purpose of the picketing is to compel the doing of such an act. . ."

(P. 43) "... The record here fails to disclose any violation of picketing statute dealt with in the *Edwards* and *McWhorter* cases; or any violation of the Right to Work statute (ch. 2, Acts 1947, extra session; p. 12; Code 1950, §40-68ff.) held valid in *Finney* v. *Hawkins*, 189 Va. 878, 54 S.E. 2d 872; or violation of any other statute; nor do we think it violated a State policy. It is not the public policy of this State to prohibit all picketing. . ."

B. DOCTRINE OF THORNHILL V. ALABAMA IS APPLICABLE.

During the past decade this Court has been frequently called upon to determine the status of peaceful and truthful

[1] Because of its importance to the present case, this decision is set forth in full at the end of this brief as an Appendix.

picketing as an aspect of free speech under the First and Fourteenth Amendments of the Federal Constitution. The leading case is *Thornhill* v. *Alabama*, 310 U.S. 88. There at pages 102-104, this Court said:

> "Freedom of discussion, if it would fulfill its historical function in this nation, must embrace all issues about which information is needed or appropriate to enable the members of society to cope with the exigencies of their period. In the circumstances of our times, the dissemination of information concerning the facts of a labor dispute must be regarded as within that area of free discussion that is guaranteed by the Constitution . . . Free discussion concerning the conditions in industry and the causes of labor disputes appears to us indispensable to the effective and intelligent use of the process of popular government to shape the destiny of modern industrial society. The issues raised by regulations, such as are challenged here, infringing upon the right of employees effectively to inform the public of the facts of a labor dispute are part of this larger problem . . . It does not follow that the State in dealing with the evils arising from industrial disputes may impair the effective exercise of the right to discuss freely industrial relations which are matters of public concern. A contrary conclusion could be used to support abridgement of freedom of speech and of the press concerning almost every matter of importance to society."[2]

The holding of this Court in the *Thornhill* case has been steadfastly reaffirmed. It was restated in *Carlson* v. *California*, 310 U.S. 106; *American Federation of Labor* v. *Swing*, 312 U.S. 321; *Bakery and Pastry Drivers and Help-*

[2] Mr. Justice Brandeis stated in *Senn v. Tile Layers Protective Union*, 301 U.S. 468—"Members of a union might, without special statutory authorization by a state, make known the facts of a labor dispute, for freedom of speech is guaranteed by the Federal Constitution."

ers, Local 802, etc., et. al., v. Wohl, 315 U.S. 769, and Cafeteria Employees Union v. Angelos, 320 U.S. 293.

The meaning of the last three cited decisions was defined by Mr. Justice Frankfurter, in *International Brotherhood* v. *Hanke, et al.*, 339 U.S. 470, at pp. 479-480, to be as follows:

> "In those cases we held only that a State could not proscribe picketing merely by setting artificial bounds, unreal in the light of modern circumstances, to what constitutes an industrial relationship or a labor dispute."

More recent decisions of this Court, while announcing variations to the *Thornhill* rule, have nevertheless continued to recognize the element of communication inherent in the traditional picket sign. Such cases as *Giboney v. Empire Storage and Ice Co.*, 336 U.S. 490; *International Brotherhood v. Hanke, supra; Building Service Union v. Gazzam*, 339 U.S. 532; and *John Hughes, et al. v. Superior Court of California*, 339 U.S. 460, upheld state restrictions upon peaceful picketing when carried on for purposes or objectives contrary to state statute or public policy, be it expressed by state court or state legislature, but nevertheless continued to affirm that "Peaceful picketing is the workingman's means of communication." *Milk Wagon Drivers Union v. Meadowmoor Dairies, Inc.*, 312 U.S. at 293.

In *Giboney v. Empire Storage & Ice Co.*, 336 U.S. at 501, Mr. Justice Black stated:

> ". . . we are mindful of the essential importance to our society of a vigilant protection of freedom of speech and press . . . States cannot consistently with our Constitution abridge those freedoms to obviate slight inconveniences or annoyances."

In *Hughes, et al. v. Superior Court of California*, 339 U.S. at 465, Mr. Justice Frankfurter stated:

> ". . . and we have found that because of its element

> of communication picketing under some circumstances finds sanction in the Fourteenth Amendment [citing the *Thornhill, Swing, Wohl* and *Angeles* cases]. However general or loose the language of opinions, the specific situations have controlled decision."

In *International Brotherhood v. Hanke*, 339 U.S. at 474, Mr. Justice Frankfurter stated:

> "While picketing has an ingredient of communication it cannot dogmatically be equated with the constitutionally protected freedom of speech. The effort in the cases has been to strike a balance between the constitutional protection of the *element of communication in picketing* and 'the power of the State to set the limits of permissible contest open to industrial combatants'." (Emphasis supplied.)

And again, at page 479, it is stated:

> ". . . a phase of picketing is communication. . ."

In *Building Service Union v. Gazzam*, 339 U.S. at pp. 536-537, Mr. Justice Minton stated:

> "This Court has said that picketing is in part an exercise of the right of free speech guaranteed by the Federal Constitution."

The exception to the *Thornhill* doctrine was summarized by Mr. Justice Minton in the *Gazzam* case at page 537:

> "But since picketing is more than speech and establishes a locus in quo that has far more potential for inducing action or non-action than the message the pickets convey, this Court has not hesitated to uphold a state's restraint of acts and conduct which are an abuse of the right to picket rather than a means of peaceful and truthful publicity . . ."[3]

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[3] *Milk Wagon Drivers Union v. Meadowmoor Dairies*, 312 U.S. 287; *Hotel & Restaurant Employees' International Alliance v. Wisconsin Employment Relations Board*, 315 U.S. 437.

The cases thus establish that, where picketing is used solely as "a means of peaceful and truthful publicity," it receives constitutional protection. The facts in the present case clearly demonstrate that the instant picketing, peaceful and truthful, was solely for information purposes and thus qualifies for constitutional protection.

The respondents herein advances two contentions which, if sustained, would require a reversal of *Thornhill*. These contentions are (1) that picketing, by its very nature, is coercive or evil and, therefore, can be restrained on that ground alone even though unaccompanied by any violence or threats thereof, and (2) that picketing has come to amount to no more than a signal and no longer contains any element of communication. These contentions, which have likewise been tentatively advanced by some legal writers in the field, require some analysis and discussion.

C. THE ARGUMENT THAT PEACEFUL PICKETING IS INHERENTLY COERCIVE OR EVIL.

The apparent contention of respondents is that, since the picketing operated to impair the right of the employer to carry on his business free from the interference of others, and because the picketing results in diversion of patronage and services from the employer and thereby caused economic loss, it may be prohibited. The argument is that because union workers do not, save in exceptional circumstances, cross a picket line, either to perform services or to purchase goods, thereby injuring the picketed enterprise, these economic consequences of picketing render it subject to prohibition.

What this argument comes to is that because of its concern for the economic interests of business enterprises which are involved in labor disputes, a court may prohibit employees from exercising their constitutional right to peaceful picketing. This argument has been repeatedly rejected by this Court.

Those who would deny to peaceful picketing the protections of the First Amendment have always argued that peaceful picketing may be banned because its purpose is to persuade persons not to perform services or to purchase merchandise and that the resultant detriment to the business picketed should take precedence over the worker's interests. It is on this theory that Shasta County, California, sought to justify the ban on picketing which was invalidated by the Supreme Court in the *Carlson* case (*Carlson v. California*, 310 U.S. 106, 112). The Court there said:

> "It is true that the ordinance requires proof of a purpose to persuade others not to buy merchandise or perform services. Such a purpose could be found in the case of nearly every person engaged in publicizing the facts of a labor dispute; every employee or a member of a union who engaged in such activity in the vicinity of a place of business could be found desirous of accomplishing such objectives; disinterested persons (who might be hired to carry signs) appear to be a possible, but unlikely, exception. In brief, the ordinance . . . proscribes the carrying of signs only if by persons directly interested who approach the vicinity of a labor dispute to convey information about the dispute."

In the *Thornhill* case, 310 U.S. at 104, the Supreme Court recognized that picketing, if effective, might have serious economic repercussions upon the picketed enterprise. This, said the Court, did not serve to remove picketing from the orbit of constitutional protection. Picketing, the Court held, "may persuade some of those reached to refrain from entering into advantageous relations with the business establishment which is the scene of the dispute. But the group in power at any moment may not impose penal sanctions on peaceful and truthful discussion of matters of public interest merely on a showing that others may thereby be persuaded to take action inconsistent with its interests. . . . The danger of injury to an industrial concern is neither

so serious nor so imminent as to justify the sweeping proscription of freedom of discussion embodied in §3448."

In *Thomas* v. *Collins*, 323 U.S. 516, 527, the Supreme Court noted that free speech cannot be stultified by limiting it to communications which do not tend to result in action.

> "'Free trade in ideas' means free trade in the opportunity to persuade to action, not merely to describe facts. . . . Indeed, the whole history of the problem shows it is to the end of preventing action that repression is primarily directed and to preserving the right to urge it that the protections are given."

In the *Swing* case, *supra*, where the state sought to justify the ban on picketing on exactly the same grounds respondent seeks to justify the ban here, i.e., to protect a "neutral" employer against "interference with his business," the Court disposed of the contention by saying (312 U.S. at 326):

> "Communication by such employees (strangers to the employer) of the facts of a dispute, deemed by them to be relevant to their interests, can no more be barred *by concern for the economic interests against which they are seeking to enlist public opinion* than could the utterance protected in *Thornhill's* case." (Emphasis supplied.)

Finally, in the *Wohl* case, *supra*, the Supreme Court held that economic injury resulting to non-union bakery drivers, to manufacturing bakers, and to retailers who purchased bread from the non-union drivers was "no substantial evil of such magnitude as to mark a limit to free speech."

The cases discussed above show that the economic consequences of picketing justify its restriction only where picketing is used against an enterprise which, in the light of economic realities, is totally outside the context of the labor dispute. Restriction upon peaceful picketing within the area of economic conflict which the Supreme Court has held it beyond the power of government to limit can be

justified, if at all, only by showing that such picketing gives rise to grave and imminent dangers of substantial evil to the public interest. *Thornhill's* case, *supra; Thomas* v. *Collins, supra; Wohl* case, *supra.*

Since fundamental rights, as distinguished from property rights, are here involved, "Mere legislative preference for one rather than another means for combating substantive evils, therefore, may well prove an inadequate foundation on which to rest regulations which are aimed at or in their operation diminish the effective exercise of rights so necessary to the maintenance of democratic institutions. . . . Abridgment of the liberty of such discussion can be justified only where the clear danger of substantive evils arises under circumstances affording no opportunity to test the merits of ideas by competition for acceptance in the market of public opinion. We hold that the danger of injury to an industrial concern is neither so serious nor so imminent as to justify the sweeping proscription of freedom of discussion embodied in Section 3448." *Thornhill* v. *Alabama*, 310 U.S. at 95 and 104. See also *West Virginia* v. *Barnette*, 319 U.S. 624, at 638.

Despite the fact that the *Thornhill* doctrine has survived as a legal principle, it has been under severe and constant attack by certain legal writers.[4] It is respectfully submitted that the critics of the doctrine merely beg the question they seek eloquently to answer. One writer[5] says:

> "But when truly conventional speech—and this includes platform and soap-box talks, placards and handbills, newspaper and periodical matter, skywriting and radio addresses and books like this one—is devoted

[4] Gregory, "Labor and the Law," pp. 334-369. Petro "The Developing Law," 2 Labor Law Journal 243, 323, 403, 483; Teller "Picketing and Free Speech," 56 Harvard Law Review, 180-218 (1942); 56 Harvard Law Review, 532-540 (1943); Compare; Dodd, "Picketing and Free Speech: A Dissent," 56 Harvard Law Review, 513-531 (1942); Cox "The Influence of Mr. Justice Murphy on Labor Law," 48 Michigan Law Review 767.

[5] Gregory, "Labor and the Law," page 343.

to the frank discussion of anything, regardless of how annoying or even harmful it may be to some people, it cannot constitutionally be suppressed or penalized as such if it does not contain any element which would place it within one of the settled categories of illegality, such as libel or fraud."

And at page 344 the same author says:

"We believe that anyone has the right to be as critical as he wishes in expressing his opinions about these things, with any interpretations he pleases to put on them. For it is our conviction that in this way alone can we grow into a fully matured society and make it possible to embrace new and better principles of social life. We think it important to have publicized any shameful conduct which may affect some or all of us adversely and we live in the constant hope that the resultant of competing ideas on these matters may produce a better world. In fact, we have committed ourselves in our constitution to the conviction that freedom of speech is one of the most priceless heritages we possess."

However, when the author applies these lofty sentiments to the hard facts of industrial life involving peaceful picketing, the freedom that is so priceless is to be withdrawn because peaceful picketing *per se* has had a shady and tortious past similar to slander and libel in the minds of unperceptive judges. "Placards and handbills" that are constitutionally protected on page 343 do not receive this protection on page 345 when used by peaceful pickets in the exercise of the right of freedom of speech for "this [picketing] by itself need not necessarily involve the proposition that a legislature cannot regard it as a sociably undesirable form of speech." Thus, according to the author's thesis, the majority in a legislature should be left free to determine what forms of speech are socially desirable. This is, of course, a repudiation of constitutional protection, even though all other available means of communication are

presence or absence of coercion would depend upon strictly fortuitous factors.

A rational rule recognizes the true nature of peaceful picketing *per se* to be a traditional means of transmitting important information concerning matters of great social and economic interest. Where a public street is used as in the instant case, there is no trespass.[6] The true test appears to be, then, if an individual worker may transmit by word of mouth truthful information on a public street adjacent to an economic activity in which that worker is interested, and receive the free speech protection of the First and Fourteenth Amendments, there is no reason why he cannot transmit the same information at the same place to the same people by means of a placard, sign, handbill or arm band.[7] Otherwise, constitutional protection depends upon the means employed to transmit truthful information and not the *fact* of the transmission of the truthful information.

Conversely, if use of the placard or sign to transmit truthful information on a public street is prohibited, then for the same reason a worker would be prohibited from transmitting the same truthful information by word of mouth at the same place to the same persons. And if he could be prohibited from transmitting the truthful information by word of mouth on a public street at the job site involved, where the public interest is best and most conveniently served, then it is logical that the worker would be prohibited from transmitting the information by word of mouth away from the job site where the public interest is not so conveniently served. So that the net result, according to this theory, is complete gagging of vitally important and truthful information concerning matters of prime

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[6] "[the] streets are natural and proper places for the dissemination of information and opinion; and one is not to have the exercise of his liberty of expression in appropriate places abridged on the plea that it may be exercised in some other place." *Schneider v. Irvington*, 308 U.S. 147.

[7] See Mr. Justice Frankfurter's statement in *Ritter* case, *infra*, p. 33.

social interest. And the gagging effect reaches beyond the public street and into the worker's union hall and into his home. It is not necessary to observe that this is an absolute denial of free speech. And this result follows logically if the test employed to determine constitutional protection rests upon the *means of transmitting* truthful information concerning a labor dispute and not the *fact of transmitting* that information peacefully and truthfully.

It is submitted that the Federal Constitution extends its protection to the element of communication in peaceful and truthful picketing whether the picket uses only word of mouth, or uses a placard, sign, arm band and any other method of communication short of a public nuisance.[8]

In the light of the foregoing, consideration should be given to a further criticism of the *Thornhill* doctrine. This criticism, it should be pointed out, appears to be based upon the existence of a "picket line," that is, a group of persons marching together. The status of an individual picketer solely doing the picketing as differentiated from a group of persons picketing at the same time and place does not appear to have been fully considered by this author.

The criticism is made in a series of articles.[9] It is summarized at page 246 as follows:

> "Owing to labor solidarity and union rules, a picket line acts as a signal, pursuant to which fellow unionists are inclined to and often *must* withhold their services or patronage."

And at page 310:

> "The real issues today are precisely whether or not the publicity ingredient is substantial and whether or not it can in any realistic and practicable way be separated from the coercive and 'signal' aspects."

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[8] *Saia* v. *New York*, 334 U.S. 558; *Kovacs* v. *Cooper*, 336 U.S. 77.

[9] Sylvester Petro, *The Developing Law*, 2 Labor Law Journal, 243, 323, 403, 483.

The question thus is, when is peaceful picketing for publicity purposes and when for signal purposes? In this connection the author states at page 325:

> "Nor can the informational purpose be separated from the coercive, as long as the same picket line is utilized for both."

However, the problem is solved by the author himself when he considers methods of publishing information to striker-replacements other than by his concept of picketing, that is, the "picket line." These are given on page 326 as

> "handbills and union publications, word-of-mouth, etc.—all these are possibilities at least equal to picketing in 'publication' value. Finally, the same would be true, of course, of a large sign planted at the site of the strike; such a sign unattended by pickets, might easily tell far more about the dispute than any picket line could hope to do."

If the foregoing, according to the author, all are intrinsically publicity-giving in nature and non-coercive, and by inference protected by the Federal Constitution, then that nature logically does not change if the handbills are distributed by a single person at the site of the dispute, or that single person transmits the information by word of mouth at the job site, or if a single person stood under the large sign and said and did nothing. There would appear to be no coercion in these situations. Such a result would flow, in the author's view, only if a group of persons participated in the aforestated activities.

This discussion can best be concluded by reference to a statement in this Court's unanimous opinion in *Cafeteria Employees Union* v. *Angelos*, 320 U.S. at 295:

> "In a setting like the present, continuing representations unquestionably false and acts of coercion going beyond *the mere influence exerted by the fact of picketing*, are of course not constitutional prerogatives." (Emphasis supplied.)

Here, by clear implication, is affirmation of the principle that the fact of picketing itself and the influence exerted thereby does not amount to "coercion" and has a constitutional prerogative.

D. THE ARGUMENT THAT PICKETING AMOUNTS TO A SIGNAL AND HAS NO ELEMENT OF COMMUNICATION

The criticism also is made that picketing has become a signal, and not a means of publicity, according to the same author discussed in the preceding section of this brief, so that when employed members of other unions approach the picketed premises they automatically refuse to cross the picket line. Such picketing, it is alleged, operates in an unreasonable, mechanical way. Therefore, it cannot be identified with speech. However, the author frankly states that it is "unrealistic to separate the various effects of picketing."[10] And the criticism of publicity picketing is that "Its intellectual content in any case is nil."[11] But it cannot be gainsaid that information concerning an important social and economic matter of interest to society is transmitted by the peaceful and truthful picketing.

The conclusive answer to the author's criticism is given by himself at page 560,[12] in summarizing the meaning of this Court's decision in *American Steel Foundries* v. *Tri-City Central Trades Council*, 257 U.S. 184.[13] The author in effect agrees that "missionaries" who observe, communi-

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[10] Labor Law Journal, p. 328.

[11] Labor Law Journal, p. 392.

[12] 2 Labor Law Journal 560.

[13] pp. 206-207, Mr. Chief Justice Taft:

"We think that the strikers and their sympathizers engaged in the economic struggle should be limited to one representative for each point of ingress and egress in the plant or place of business, and that all others be enjoined from congregating or loitering at the plant or in the neighboring streets by which access is had to the plant; that such representatives should have the right of observation, communication and persuasion, but with special admonition that their communication, arguments and appeals shall not be abusive, libelous or threatening, and that they shall not approach individuals together, but singly, and shall not, in their single efforts at communication or persuasion, obstruct an unwilling listener

cate and persuade are protected by the free speech provisions of the Federal Constitution. It is only when pickets "march in groups" that peaceful picketing is not free speech. That the so-called "missionaries" protected by the Federal Constitution are pickets in fact who engage in so-called "signal and publicity picketing" as defined by the author in all respects other than marching in groups is not expressly recognized by him. But it is clear that all his criticism of the *Thornhill* doctrine is based solely upon a factual situation where there is group-marching of pickets. In the instant case there was no such group-marching; on the contrary, the picketing was done by individuals who at all times complied with the standard of conduct established by Chief Justice Taft in the Tri-City case.

With reference to "signal picketing," this Court expressed its views in *N.L.R.B.* v. *Denver Building and Construction Trades Council*, 341 U.S. 675. In that case "the Council's Board of Business Agents instructed the Council's representative 'to place a picket on the job stating that the job was unfair' to it. In keeping with the Council's practice, each affiliate was notified of that decision. That notice was a *signal* in the nature of an order to the members of the affiliated unions to leave the job and remain away until otherwise ordered." (pp. 678-679) (emphasis supplied.) On the same date that the notice to the affiliated unions was given, Council representatives visited the job site and reminded the general contractor that the electrical subcontractor employed non-union men and "said that union men could not work on the job with non-union men. They further advised that if [the electrical subcontractor's] men did work

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by importunate following or dogging his steps. This is not laid down as a rigid rule, but only as one which should apply to this case under the circumstances disclosed by the evidence, and which may be named in other cases. It becomes a question for the judgment of the chancellor who has heard the witnesses, familiarized himself with the locus in quo and observed the tendencies to disturbance and conflict. The purpose should be to prevent the inevitable intimidation of the presence of groups of pickets, but to allow missionaries."

on the job, the Council and its affiliates would put a picket on it to notify their members that non-union men were working on it and that the job was unfair.". (Page 679.)

This Court held that the free speech provision of the National Labor Relations Act, as amended, Section 8(c)[14] "does not apply to a mere signal by a labor organization to its members, or to members of its affiliates, to engage in an unfair labor practice such as a strike proscribed by Par. 8(b)(4)(A). That the placard was merely such a signal, was found by the [National Labor Relations] Board" (p. 690). The Board had found that Section 8(c) "does not pertain where, as here, the issues raised under Section 8(b)(4)(A) turn on official directions or instructions to a union's own members. 82 N.L.R.B. at 1213." (pp. 690-691).

In the instant case, the National Labor Relations Act is not involved. The record discloses no formal notification of strike or picketing action against the school project to affiliates of the Richmond Building Trades Council prior to the actual engaging in peaceful picketing. And the general contractor, Graham, was not advised that, if the men employed by the plumbing and labor non-union subcontractors did work on the school project, a picket would be placed at the job site. Furthermore, the Law and Equity Court of the City of Richmond made no finding, as did the Board in the *Denver* case, *supra*, that the picketing was a mere signal (R. 6, 11, 26). Therefore, the factual requisites of "signal picketing" as determined by this Court are not present in the instant case.

The discussion of this point, like the discussion of the point in the previous section of this brief can again be best disposed of by reference to an earlier pronouncement of

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[14] The expressing of any views, argument, or opinion, or the dissemination thereof, whether in written, printed, graphic, or visual form, shall not constitute or be evidence of an unfair labor practice under any of the provisions of this Act, if such expression contains no threat of reprisal or force or promise of benefits." 61 Stat. 142, Ch. 120, 29 U.S.C. (Supp. III) §158(c).

this Court. The majority opinion in *Carpenters & Joiners Union* v. *Ritter's Cafe*, 315 U.S. 722, at 725, explicitly states that:

> "The Constitutional right to communicate peaceably to the public the facts of a legitimate dispute is not lost merely because a labor dispute is involved . . . *or because the communication takes the form of picketing. . .*" (Emphasis supplied.)

II

The injunctive decree herein is so broadly worded as to constitute a previous general restraint upon the exercise of free speech.

The injunction herein was ordered in such far-reaching terms as to constitute a blanket prohibition of all peaceful and truthful picketing. Such complete proscription of picketing was held improper by this Court in the *Thornhill, Carlson* and *Swing* cases.[15]

The "Decree awarding Permanent Injunction and Damages" provides in relevant part as follows (R. 26-27):

> "It is accordingly Adjudged, Ordered and Decreed that a permanent injunction be, and the same is hereby awarded the complainants . . . *restraining the defendants from interfering with, molesting or otherwise carrying on their picketing or other activities in front of or around the site of construction of George Washington Carver School in the City of Richmond, Virginia.*" (Emphasis supplied.)

Obviously, the blanket injunction sweeps within its broad ambit both the legal and the illegal, the licit and the illicit. It has been affirmed on numerous occasions by this Court that, where First Amendment freedoms are concerned, allowable restrictions thereon must be narrowly drawn so as to meet the precise evils the state may be permitted to proscribe and so as to leave unimpaired the right of persons to

[15] *Thornhill v. Alabama*, 310 U.S. 88; *Carlson v. California*, 310 U.S. 106; *American Federation of Labor v. Swing*, 312 U.S. 321.

exercise such freedoms for purposes and for objects which the State has not proscribed and which are otherwise allowable. See *Cantwell* v. *Connecticut*, 310 U.S. 296; *Thornhill* v. *Alabama*, 310 U.S. 88; *Schneider* v. *State*, 308 U.S. 147; *DeJonge* v. *Oregon*, 299 U.S. 353; *Saia* v. *New York*, 334 U.S. 558; *Winters* v. *New York*, 333 U.S. 507. See in this connection the dissenting opinion in *United States* v. *C.I.O.*, 335 U.S. 106, at 153, where it is stated:

> "Vagueness and uncertainty so vast and all-pervasive seeking to restrict or delimit First Amendment freedoms are wholly at war with long-established constitutional principles surrounding their delimitation. They measure up neither to the requirement of narrow drafting to meet the precise evil sought to be curbed nor to the one that conduct proscribed must be defined with sufficient specificity not to blanket large areas of unforbidden conduct with doubt and uncertainty of coverage."

Here, as in the *Thornhill* case, 310 U.S. at 97, is a prohibition "which does not aim specifically at evils within the allowable area of State control but, on the contrary, sweeps within its ambit other activities that in ordinary circumstances constitute an exercise of freedom of speech or of the press."

This policy is seen clearly in this Court's most recent decisions involving the Constitutional protection of peaceful picketing.[16]

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[16] The controlling principle in the broad field of labor relations was described in *Thomas v. Collins*, 323 U.S. 516, by Mr. Justice Jackson in a concurring opinion at p. 547:

"Free speech on both sides and for every faction on any side of the labor relation is to me a constitutional and useful right. Labor is free to turn its publicity on any labor oppression, substandard wages, employer unfairness, or objectionable working conditions. The employer, too, should be free to answer, and to turn publicity on the records of the leaders of the unions which seek the confidence of his men. And if the employees or organizers associate violence or other offense against the laws with labor's free speech, or if the employer's speech is associated with discriminatory discharges or intimidation, the constitutional remedy would be to stop the evil but permit the speech if the two are separable; and only rarely and when they are inseparable to stop or punish speech or publication."

In *Hughes* v. *Superior Court, supra,* this Court sustained an injunction against peaceful picketing. However, Mr. Justice Frankfurter, at page 469, stated:

> "The injunction here was drawn to meet what California deemed the evil of picketing to bring about proportional hiring. We do not go beyond the circumstances of the case. Generalities are treacherous in the application of large constitutional concepts."

And in *Building Service Employees' International Union, et al.,* v. *Gazzam,* 339 U.S. at 541, Mr. Justice Minton stated:

> "The injunction granted was tailored to prevent a specific violation of an important state law. The decree was limited to the wrong being perpetrated, namely, 'an abusive exercise of the right to picket'."

It must be remembered that in the present case the injunctive decree has not been confined or restrained by any decision of the Virginia courts; the order is without the gloss of any Virginia court upon it. Rather, the injunction comes before this Court as an "independent collocation of words." *International Brotherhood* v. *Hanke,* 339 U.S. 470. Mr. Justice Frankfurter, in that case, stated at page 480:

> "When an injunction of a State Court comes before us it comes not as an independent collocation of words. It is defined and confined by the opinion of the State Court. The injunctions in these two cases are to be judged here with all the limitations that are infused into their terms by the opinions of the Washington Supreme Court on the basis of which the judgments below came before us."

And in that same case, this Court referred to the following language in *Hotel and Restaurant Employees' International, et al.,* v. *Wisconsin Employment Relations Board,* 315 U.S. 437:

> "What is before us . . . is not the order as an isolated, self-contained writing but the order with the gloss of the Supreme Court of Wisconsin on it."

The injunction in the instant case is just such an "isolated, self-contained writing." At the time the injunction in the instant case was ordered, no court in Virginia had rendered an opinion determining the status under the Virginia "Right to Work Law" of peaceful and truthful picketing for communication purposes. The Supreme Court of Appeals of Virginia, on January 23, 1952, issued, without opinion, an "Order Refusing Appeal" (R. 35), in the instant case. Thus, petitioners are given no indication concerning the scope of the injunction and must, under penalty of a contempt citation, desist from all picketing regardless of its nature or purpose. Such a broad proscription constitutes a previous general restraint upon the exercise of the right of free speech. *Near* v. *Minnesota,* 283 U.S. 697.

CONCLUSION

It is respectfully submitted that the Supreme Court of Appeals of Virginia erred in not directing that the permanent injunctive decree herein be vacated or dissolved, and it is respectfully prayed that this Court reverse such determination.

Respectfully submitted,

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APPENDIX

SUPREME COURT OF APPEALS
STATE OF VIRGINIA
(72 S. E. 2nd 402)

Painters and Paperhangers Local Union No. 1018, A. F. of L., an Association, and Others

Record No. 3972

v.

Rountree Corporation and Eanes Corporation

Present: Hudgins, C. J., Eggleston, Spratley, Buchanan, Miller, and Whittle, JJ.

Staunton, Virginia, September 10, 1952.

Opinion by Justice Archibald C. Buchanan.

FROM THE LAW AND EQUITY COURT OF THE CITY OF RICHMOND—THOMAS C. FLETCHER, JUDGE

Rountree Corporation and Eanes Building Corporation, complainants, below, filed their bill for an injunction to restrain the union and its agents defendants below, from picketing the complainants' premises. The trial court refused to award the injunction, but upon presentation of the bill and defendants' answer to two justices of this court (Code 1950, §8-618) a temporary injunction was granted on the ground that the picketing was being carried on for an unlawful purpose. Afterwards depositions were taken and a decree was entered by the trial court holding that the picketing was unlawful and that the plaintiffs were entitled to such damages as they might show they had sustained on account thereof. Later a jury, empanelled to assess the damages, returned a verdict in favor of Rountree Corporation for $1,587.18 upon which judgment was entered and this appeal followed.

The defendants make eleven assignments of error but they present only these two issues: (1) whether the picketing, which was concededly peaceful, was for an unlawful

purpose and therefore properly enjoined; (2) if so, whether the damages allowed were adequately proved.

There is little dispute about the facts. Eanes Corporation owned premises 111-115 West Broad Street, in Richmond, in which Rountree Corporation, its lessee, conducted a retail furniture business. These premises were badly damaged by fire on November 12, 1948. Reconstruction and repairs were made and during their progress business operations were conducted in part and it was planned to reopen on a complete basis on May 10, 1949. When the picketing began on April 21, only painting and electrical work remained to be done.

The painting work had been let to O. A. Walker, who employed union labor and who began work the latter part of March, 1949. On April 8, Walker's painters left the job and did not come back. The next day Eanes, president of the complainant companies, was informed that they were on strike. He then called Wilton B. Dickerson, inquired whether he operated a non-union shop, and on being advised that he did, Eanes engaged him to finish the painting. Dickerson began work on April 17 and there was no interference with his work after he took over the job.

In the meantime, the defendant Reynolds, business agent for the union, had written a letter to Eanes, dated March 31, 1949, stating:

> "We have been informed that your company is anticipating doing some painting and decorating. It would be greatly appreciated if you would consider using Union labor. My telephone number is 2-6837 and I will be glad to render any service possible."

On April 21, 1949, four days after Dickerson and his men began work, the union began picketing in front of the Rountree premises. This picketing consisted of one picket at a time, the defendant Rowe being one of them, walking back and forth on the sidewalk in front of the store, carrying a sign reading: "This painting is unfair to the Painters and Paperhangers Local Union No. 1018, A. F. of L., members of Richmond Trades and Labor Council."

This picketing continued until May 6, 1949, when it was enjoined as stated. Admittedly it was orderly and peaceful at all times and in all respects. It did not obstruct en-

trance into or exit from the store or the use of the street and no effort was made to impede customers. No attempt was made to have Dickerson sign a union contract, nor to induce the painters to become members of the union, nor to interfere with their continuing to work.

For about two days after the picket line was established no electricians appeared on the job. The electrical contractor informed Eanes that his men were not permitted to cross the picket line. The contractor testified that after two days he got another crew of union men who crossed the picket line and resumed the work. He estimated the picket line caused a delay of ten days in the electrical work, including two days when he had two men, three days in acquainting the new men with the work already done and five additional days of work with a short crew.

There was testimony for the complainants to the effect that a delay of 30 days was experienced in completing the repairs and fully opening for business, of which ten days were chargeable to the defendants as a result of the picket line.

Prior to the picketing the complainants had never been engaged in any controversy with the union or its members; and likewise there was no controversy between the painting contractor or the electrical contractor and their employees, and no demand of any kind had been made on the complainants by the union. The only communication between the union and all complainants was the letter of March 31, above quoted.

Reynolds, the business agent of the union, testified that the purpose of the picketing was "To let the friends of organized labor and the sixteen thousand members that we have here in Richmond and vicinity know who is fair and unfair to us." On cross-examination he was asked what he wanted to accomplish by the picketing, and he said, "I wanted them sixteen thousand Union boys and ladies, and the sympathizers of organized labor in the City of Richmond and vicinity, to know that that painting was being done non-union."

In their answer to the bill, the defendants said they desired to unionize the non-union painting contractor and that the picketing had a twofold purpose—to let friends of the union know that a non-union contractor was doing the work

and to let members of the Richmond Building Trades Council and all organized labor of the vicinity know that fact.

In a written motion to dissolve the temporary injunction the defendants stated: "The purpose of the said peaceful picketing at all times has been to inform the public that non-union painters were being employed to do the painting on the complainants' premises to the end that plaintiff's employees or some of them may be unionized, that is, they or some of them become members of defendant union."

The defendants argued that the picketing was for the sole purpose of communication, and no more than an exercise of their right to freedom of speech, guaranteed by the First and Fourteenth Amendments of the Federal Constitution and by the twelfth section of the Virginia Bill of Rights.

The complainants contend that communication was not the sole purpose of the picketing but that the true purpose was to compel complainants to get rid of the non-union painters, employees of Dickerson, an independent contractor, or to compel those employees to join the union as a condition of continued employment. Such purpose it is argued was unlawful and hence the picketing was properly enjoined under the doctrine of *Gibony* v. *Empire Storage and Ice Company*, 33 U.S. 490, 69 S. Ct. 684, 93 L. Ed. 834, and similar cases.

In *Edwards* v. *Commonwealth*, 191 Va. 272, 60 S. E. 2d 916, we reviewed the picketing cases decided by the United States Supreme Court beginning with *Thornhill* v. *Alabama*, 310 U.S. 88, 60 S. Ct. 736, 84 L. Ed. 1093, and including the *Gibony* case, as well as the three cases decided in May, 1950. We concluded from that review that the holding in the *Thornhill* case had not been departed from to the effect that a statute (or an injunction) which prohibits picketing for a lawful purpose, unaccompanied by the threat or the fact of force, and limited to truthful publication of the facts of a dispute, is invalid; that regulation of picketing by the State, through legislation or court action, must have a reasonable basis in preventing disorder, restraining coercion, protecting life or property, or promoting the general welfare.

We held in the *Edward* case that the part of section 3 of the picketing statute, Acts 1946, ch. 229, p. 391, Code 1950, §40-64, which made it unlawful for a person not a *bona fide*

employee of the business or industry being picketed to participate in any picketing with respect to such business or industry was invalid.

McWhorter v. *Commonwealth*, 191 Va. 857, 63 S. E. 2d 20, involved a prosecution under section 1 of the same act for interference with the right to work by the use of insulting language. The defendant there contended that the statute consisted an abridgment of the right of freedom of speech and was designed to end the practice of picketing. In upholding the validity of that section, we said:

"We see nothing in the section of the statute here under review which supports the assertion of the defendant that it was 'designed to end the practice, common to labor disputes, known as picketing.' It does not prohibit 'peaceful picketing or peaceful persuasion' in connection with labor disputes which are protected under the constitutional guaranty of freedom of speech. *American Federation of Labor* v. *Swing*, 312 U.S. 321, 61 S. Ct. 568, 85 L. Ed. 855." 191 Va. at p. 865, 63 S. E. 2d at p. 24.

In *Cafeteria Employees Union* v. *Angelos*, 320 U.S. 293, 64 S. Ct. 126, 88 L. Ed. 58, cited in both the *Edwards* and *McWhorter* cases, the court reversed an order enjoining the union from picketing at or near Angelos' place of business as being illegal restraint upon "the right of workers to state their case and to appeal for public support in an orderly and peaceful manner regardless of the area of immunity as defined by state policy." That case also held that the use of the words "unfair to organized and political controversies" and "is not to falsify facts:" See also on this point *Blossom Dairy Co.*, v. *International Brotherhood, Etc.*, (W. Va.), 23, S. E. 2d 645.

In *American Federation of Labor* v. *Swing*, 312 U.S. 321, 61 S. Ct. 568, 85 L. Ed. 855, also cited in the *Edwards* and *McWhorter* cases, an injunction had been granted against picketing on the ground that "peaceful persuasion" was forbidden because those who were enjoined were not in Swing's employ. It was held that such a ban of free communication was inconsistent with the guarantee of freedom of speech; that "The right of free communication cannot therefore be mutilated by denying it to workers, in a dispute with an employer, even though they are not in his employ." 312 U.S. at p. 326, 61 S. Ct. at p. 570.

In *Bakery and Pastry Drivers, Etc.*, v. *Wohl*, 315 U.S. 769, 62 S. Ct. 816, 86 L. Ed. 1178, it was said that "one need not be in a 'labor dispute' as defined by state law to have a right under the Fourteenth Amendment to express a grievance in a labor matter by publication unattended by violence, coercion, or conduct otherwise unlawful or oppressive." 315 U.S. at p. 774, 62 S. Ct. at p. 818.

The principles announced in the cases cited are, we think, controlling in the case of judgment.

Clearly the picketing was conducted in a manner that offended no established rule and was legal unless it was for an unlawful purpose.

The purpose of the picketing avowed in the answer and in the motion to dissolve was to unionize the non-union painting contractor and his employees. The evidence does not disclose a different purpose. The charge that there was a purpose to compel the complainants to discharge the non-union painters or to compel the painters to join the union as a condition of their continued employment is not established by the evidence. No such demand or even suggestion was made by the defendants to the complainants, to the contractor or to his men. If the peaceful publication of the facts in an effort to unionize the painters resulted in economic pressure on the complainants, as employers of the painters, that result did not make the purpose unlawful or the picketing illegal. It cannot be said that picketing otherwise legal becomes illegal because of the possibility that as a result of it a person affected by it may do an unlawful act, unless the purpose of the picketing is to compel the doing of such an act.

This that was said in *Senn* v. *Tile Layers Protective Union, &c.*, 301 U.S. 468, 57 S. Ct. 857, 81 L. Ed. 1229, is applicable here: "The sole purpose of the picketing was to acquaint the public with the facts and, by gaining its support to induce Senn to unionize his shop. There was no effort to induce Senn to do an unlawful thing. There was no violence, no force was applied, no molestation or interference, no coercion. There was only the persuasion incident to publicity. * * *"

Building Service &c. Union v. *Gazzam*, 339 U.S. 532, 70 S. Ct. 784, was cited in the *Edwards* case as upholding an injunction against peaceful picketing because it was for the

unlawful objective of having the employer coerce his employees' selection of a bargaining representative. It was there said that picketing is in part an exercise of the right of free speech, "But since picketing is more than speech and establishes a *locus in quo* that has far more potential for inducing action or non-action than the message the pickets convey, this Court has not hesitated to uphold a state's restraint of acts and conduct which are an abuse of the right to picket rather than a means of peaceful and truthful publicity."

The court distinguished the *Swing* case, pointing out that peaceful picketing for any lawful purpose was not prohibited by the decree under review, and that "Respondent does not contend that picketing *per se* has been enjoined but only that picketing which has as its purpose violation of the policy of the State. There is no contention that picketing directed at employees for organization purposes would be violative of that policy. * * * The injunction granted was tailored to prevent a specific violation of an important state law."

The record here fails to disclose any violation of picketing statute dealt with in the *Edwards* and *McWhorter* cases; or any violation of the Right to Work statute (ch. 2, Acts 1947, extra session, p. 12; Code 1950, §40-68 ff.) held valid in *Finney* v. *Hawkins*, 189 Va. 878, 54 S. E. 2d 827; or violation of any other statute; nor do we think it violated a State policy. It is not the public policy of this State to prohibit all picketing. Only certain types are prohibited by the picketing statute referred to. By the 1952 amendment of that statute, Acts 1952, ch. 674, p. 1123, courts of equity were authorized to enjoin interference with lawful picketing when necessary to prevent disorder, etc.

We hold that the picketing in question was lawful, and, that being true, it was not a basis for the assessment of damages against the defendants. "One has no constitutional right to a 'remedy' against the lawful conduct of another." *Senn* v. *Tile Layers Protective Union, &c., supra.*

The decree appealed from is therefore reversed and final decree for the defendants will be entered. *Reversed and final decree.*

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In The
Supreme Court Of The United States

OCTOBER TERM, 1951

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No. 1800. 86

LOCAL UNION NO. 10, UNITED ASSOCIATION OF JOURNEYMEN PLUMBERS AND STEAMFITTERS OF THE UNITED STATES AND CANADA OF THE AMERICAN FEDERATION OF LABOR, ET ALS.,

Petitioners,

v.

O. J. GRAHAM, O. T. GRAHAM AND E. M. GRAHAM, PARTNERS, TRADING AS GRAHAM BROTHERS,

Respondents.

BRIEF OF RESPONDENTS IN OPPOSITION TO GRANTING OF WRIT OF CERTIORARI

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In The
Supreme Court Of The United States

OCTOBER TERM, 1951

No. 800.

LOCAL UNION NO. 10, UNITED ASSOCIATION OF JOURNEYMEN PLUMBERS AND STEAMFITTERS OF THE UNITED STATES AND CANADA OF THE AMERICAN FEDERATION OF LABOR, ET ALS.,

Petitioners,

v.

O. J. GRAHAM, O. T. GRAHAM AND E. M. GRAHAM, PARTNERS, TRADING AS GRAHAM BROTHERS,

Respondents.

BRIEF OF RESPONDENTS IN OPPOSITION TO GRANTING OF WRIT OF CERTIORARI

OPINIONS BELOW

There were no opinions delivered in the courts below.

JURISDICTION

No constitutional questions exist as asserted by petitioners. This will be demonstrated in the Argument.

STATEMENT OF THE CASE

Respondents, on September 25, 1950, filed a bill of complaint in the Law and Equity Court of the City of Richmond, Virginia, alleging that petitioners were picketing a construction project at the George Washington Carver School in the City of Richmond on which respondents were the general contractors; the bill further alleged that such picketing was for purposes contrary to the Right to Work Law of the State of Virginia and, therefore, illegal; and that respondents were threatened with irreparable harm and damage on account thereof. Injunctive relief and damages were sought (R. 2, 4, 5).

A temporary injunction was first issued (R. 6, 7). Then, after consideration of several hundred pages of testimony and the exhibits filed therewith, the Trial Court rendered its final decision granting a permanent injunction and awarding damages (R. 26-28). In this final decree is contained the following:

> "Upon consideration whereof, it appearing to the Court that the picketing complained of was conducted and carried on by the defendants, except for those defendants hereinafter noted, and for aims, purposes and objectives in conflict with the provisions of the Right to Work laws of the State of Virginia and, therefore illegal, that a permanent injunction is necessary to prevent irreparable harm and damage to the complainants, and that complainants have already been damaged to the extent of One Hundred and

Ninety ($190.00) Dollars, the Court doth so find;" (R. 26).

An appeal was sought from this decree by petitioners, but was denied by the Supreme Court of Appeals of Virginia (R. 35).

Petitioner, Richmond Building and Construction Trades Council and its affiliated local unions, three of which are also petitioners, as well as their business agents, share offices together in the same building (R. 197, 198, 206, 207). They work together and consider all problems on construction jobs in the Richmond area as common to the group (R. 207). For some time, the Council and its affiliates had had a policy of seeing that every construction job was 100% union (R. 319, 320). Several months prior to the picketing it had been discussed by the group of business agents (R. 313).

On July 27, 1950, a group of the business agents went to the site of the job for the admitted purpose of getting the general contractor, as well as any subcontractors, to straighten up and to say "I want to go union," and to use all union labor (R. 267, 268, 272, 295). At that time, the business agents knew that the plumbing subcontract had been let to a non-union plumbing subcontractor (R. 272, 295). In the presence of respondents' superintendent at the job site, the agents discussed putting a picket line on the project the following Monday morning because there was a non-union subcontractor working (R. 344, 346).

The next day two of these business agents, who were also officers of the Council, at their request, held a conference with O. J. Graham, one of the respondents, at his office. They told Graham that they wanted him to work all union labor on the job or suffer the consequences; that they were speaking for all trades; that the union's policy was to see

that all jobs in Richmond were 100% union; and that Graham would have to take the non-union plumbing subcontractor off the job and cancel his contract. They added that unless the job was 100% union, union labor would not work on it (R. 402, 403, 404, 418, 419). When Graham replied that such action on his part would violate the Virginia Right To Work Law, they said that no one else was paying any attention to the law and there was no reason that Graham Brothers should (R. 404, 418).

The reason for the delay between these threats and demands and the actual picketing which commenced September 25, 1950, was stated by two of the petitioners to be that the business agents who were going to carry the signs had to be out of town most of the time and it was not then convenient (R. 239, 292, 293).

The actual picketing done was peaceful in its nature. The sign read: "This is not a union job. Richmond Building Trades Council." (R. 240).

The result of the picketing was that all union labor on the job either had the information beforehand and didn't show up, or quit working, and as a consequence, work slowed to a standstill (R. 360, 361, 362).

> "The picketing began because they (*the unions*) wanted the job to be one hundred per cent union. They didn't want the non-union plumber on the job. They wanted to stop the job—picket the job to make us—force us, I will say, to do away with the non-union plumber, which the law wouldn't let us." (R. 383) (Italics Supplied).

Almost everyone agreed that the picketing would cause all union labor to stop work (R. 222, 246, 306, 323).

One of petitioners admitted that the reason for the picketing was because there was a non-union subcontractor on the job (R. 293).

ARGUMENT

The question involved is not that stated by the petitioners; it is rather one which has already been settled by recent decisions of this Honorable Court.

Petitioners state that the picketing was peaceful and solely for the purpose of publicity and conclude that to enjoin picketing under such circumstances is to deprive them of their constitutional right of free speech. This ignores the specific factual finding of the Trial Court, affirmed by the State Appellate Court, that the purpose of the picketing was illegal because contrary to the Right To Work Law of the State. That there is ample evidence to support such a finding has been demonstrated in the statement of the case.

The real question involved is whether or not a state court may properly enjoin peaceful picketing carried on for a purpose contrary to state public policy or law.

In several cases it has been decided that a state court has such power, and that unions cannot use picketing as a medium of coercion to attain an unlawful objective, and then hide behind a claimed constitutional immunity, contending that picketing is the equivalent of free speech.

Section 40-68, Code of Virginia, 1950, provides as follows:

> "It is hereby declared to be the public policy of Virginia that the right of persons to work shall not be denied or abridged on account of membership or non-membership in any labor union or labor organization."

Section 40-69, Code of Virginia, 1950, states, in addition:

> "Any agreement or combination between any employer and any labor union or labor organization whereby persons not members of such union or organization shall be denied the right to work for the employer, or whereby such membership is made a condition of employment or continuation of employment by such employer, or whereby any such union or organization acquires an employment monopoly in any enterprise, is hereby declared to be against public policy and an illegal combination or conspiracy."

The constitutionality of statutes of this nature has been upheld. *Lincoln Federal Labor Union No. 19129* v. *Northwestern Iron and Metal Company*, and *George Whitaker* v. *State of North Carolina*, 335 U. S. 525; *American Federation of Labor* v. *American Sash & Door Company*, 335 U. S. 538.

It is clear that in the instant case petitioners had adopted a policy of making jobs in the Richmond area 100% union; that they demanded of respondents that this be accomplished by cancelling the contract with the non-union subcontractor, threatening them with the consequences if they failed to acquiesce in that demand; and that the actual picketing was conducted for the purpose of stopping work on the project so that respondents would be faced with the alternative of using all union labor on the project, or closing down the job.

If respondents had given in to the pressure exerted by petitioners, they would have violated the Virginia law; when they did not give in, petitioners sought to attain their unlawful objective by means of picketing.

The fact that the picketing was peaceful is not to be viewed in isolation; that it is not the equivalent of free speech, but also involves a coercive element, has been fully recognized. And when such a coercive element is tied to an

unlawful purpose, the picketing, although peaceful, is illegal and may be enjoined.

"* * * * * while picketing has an ingredient of communication, it cannot dogmatically be equated with the constitutionally protected freedom of speech."

See *International Brotherhood* v. *Hanke*, 339 U. S. 470, 474.

"Publication in a newspaper, or by distribution of circulars may convey the same information or make the same charge as do those patrolling a picket line. But the very purpose of a picket line is to exert influences and it produces consequences different from other modes of communication. The loyalties and responses evoked and exacted by picket lines are unlike those flowing from appeals by the printed word."

See *Hughes* v. *Superior Court of California*, 339 U. S. 460, 465.

"They were exercising their economic power together with that of their allies to compel Empire to abide by union rather than by state regulation of trade."

* * * * *

"We hold that the states' power to govern in this field is paramount, and that nothing in the constitutional guarantees of speech or press compels a state to apply or not to apply its antitrade restraint law to groups of workers, businessmen or others."

See *Giboney* v. *Empire Storage and Ice Co.*, 336 U. S. 490, 503 and 504.

In *Building Service Employees International Union* v. *Gazzam*, 339 U. S. 553, *International Brotherhood* v.

Hanke, supra, and *Hughes* v. *Superior Court of California, supra,* all involving picketing, this Honorable Court held, in effect, that if in the valid exercise of their power to rule, the States and the National Government should outlaw certain objectives, any means utilized to achieve those objectives may incidentally fall within the prohibition and may be enjoined, notwithstanding the fact that the picketing was peaceful, and might in some other contexts be entitled to constitutional protection.

The Virginia Supreme Court of Appeals reviewed these decisions in *Edwards* v. *Commonwealth,* 191 Va. 272, 60 S. E. (2d) 35, and concluded, at page 285:

> "The pattern which emerges to shape the boundaries of state action seems to be that picketing is subject to regulation by the State, either by legislation or by court action. But such regulation must have a reasonable basis in prevention of disorder, restraint of coercion, protection of life or property, or promotion of the general welfare. The instrument of state action, whether judicial process or legislative enactment, must be specifically directed to acts or conduct which overstep legal limits, and not include those which keep within the protected area of free speech."

The three decisions of this Court cited above all involved peaceful picketing for a purpose declared illegal by state statute or decision, just as was the case here. However, those decisions were also vitally important as related to the secondary boycott provisions of The National Labor Relations Act, as amended. For if peaceful picketing for an unlawful objective could not be constitutionally prevented by state law, the same would seem to follow as far as the National Government was concerned.

Three opinions in 1951 carried to a logical conclusion the doctrine of the *Gazzam, Hanke,* and *Hughes* holdings.

In *International B. of E. W. v. N. L. R. B.*, 341 U. S. 694, the Giorgi Construction Company contracted to build a dwelling in Greenwich, Connecticut. The electrical work was subcontracted to Langer and the carpentry to Deltorto. Langer had formerly been a union contractor, but on this project was using non-union electricians. While Deltorto and his union carpenters were working, a business agent of the electrical union told them that non-union electrical workers were employed though not then working, and proceeded to picket the premises, carrying a sign reading: "This job is unfair to organized labor: I. B. E. W. 501, A. F. L." Deltorto and his men thereupon quit working. Deltorto informed Giorgi, the general contractor, of what had happened. The union agent called Giorgi and told him Langer would have to be replaced in order to complete the job, and, if not, no skilled trades would perform the rest of the work. Giorgi told Langer about this, and Langer stepped out of the picture, so that the general contractor could obtain a union electrical subcontractor, which was done, and the work proceeded.

Langer filed charges with the N. L. R. B. against the union and its agent, alleging that they had induced and encouraged Deltorto's employees to refuse to work with the object of forcing Giorgi to cease doing business with Langer, in violation of the secondary boycott ban of N. L. R. A., Sec. 8(b)(4)(A). The Board issued a restraining order from which an appeal was taken.

The union contended that it was protected by Sec. 8(c), the non-coercive free speech provision of N. L. R. A. The Supreme Court held that it was sufficient that an objective of the picketing, although not necessarily the only objective, be to force the general contractor to terminate the

non-union subcontractor's incompleted contract. It said, at pp. 704-5:

> "The prohibition of inducement or encouragement of secondary pressure by §8(b)(4)(A) carries no unconstitutional abridgment of free speech. The inducement or encouragement in the instant case took the form of picketing followed by a telephone call emphasizing its purpose. The constitutionality of §8(b)(4)(A) is here questioned only as to its possible relation to the freedom of speech guaranteed by the First Amendment. This provision has been sustained by several Courts of Appeals. The substantive evil condemned by Congress in §8(b)(4) is the secondary boycott and we have recognized the constitutional right of states to proscribe picketing in furtherance of comparably unlawful objectives. There is no reason why Congress may not do likewise."

Two other cases were decided by the Court the same day upholding the secondary boycott ban. The facts were stronger in those cases than in that just described.

In *N. L. R. B.* v. *Denver Building and Construction Trades Council*, 341 U. S. 675, the union called a strike on a construction project in order to force the general contractor to terminate its contract with the only subcontractor employing non-union men. The Building and Construction Trades Council, after the subcontractor refused to go union, instructed the representative of the Council to picket the job as unfair, and each affiliate union was notified of that decision, which notice was a signal to union members to leave the job and remain away until otherwise ordered. The general contractor ordered the subcontractor off of the job and the subcontractor filed charges with N. L. R. B.

The Court pointed out that the non-union employees were employed by a subcontractor; that the only way the union

could attain its objective was to force the subcontractor off the job, which in turn could be done only by forcing the general contractor to terminate the subcontractor's contract. The result was, said the Court, that the Council's strike, in order to attain its ultimate purpose, must have included among its objects that of forcing Doose & Lintner to terminate that subcontract. On that point, the Board found that *an* object, if not the only object of what was done, was to force the subcontractor off the job. The Court accepted this crucial finding that such was an object of the strike, saying that it is not necessary that the sole object of the strike be to force the contractor to terminate the subcontract. An injunction order was held proper.

In another case decided the same day, *Local 74* v. *N. L. R. B.*, 341 U. S. 707, the union called a strike because of a non-union subcontractor on the job and claimed the right to do so because of a union rule that its members could not work on a project where non-union men were employed. It was held that the statute made such action unlawful if *an* object of doing so was to force cancellation of the subcontract. An injunction was held to have been properly entered.

These three cases involved illegal objectives under a Federal statute, but the principles adjudicated are clear. (1) If the Federal law may constitutionally proscribe picketing to force a non-union subcontractor off the job, so may a State law. And that is precisely what the Virginia Right to Work Law does. (2) If an objective, not the sole one, but one of the objectives is to get rid of the non-union men, then the picketing is illegal regardless of accompanying other objectives which might be legal standing alone.

CONCLUSION

There is no question of law in this case which has not been settled by the holdings of this Court. The findings of fact below that the picketing was for an illegal purpose are fully supported by the record. The petition for a writ of certiorari should therefore be denied.

Respectfully submitted,

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